

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Land O'Lakes, Inc.		03/27/2015	CORPORATION: MINNESOTA
Purina Mills, LLC		03/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Winfield Solutions, LLC		03/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CoBank, ACB, as Collateral Agent		
Street Address:	5500 South Quebec Street		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a federally chartered instrumentality of the United States: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2586327	COW'S MATCH	
Registration Number:	0295002	LAND O'LAKES	
Registration Number:	2884010	LAND O LAKES	
Registration Number:	1073269	LANDOLAKES	
Registration Number:	2743924	LAND O LAKES	
Registration Number:	1000013	ACCURATION	
Registration Number:	0312977	LAYENA	
Registration Number:	2048921	EQUINE SENIOR	
Registration Number:	1749545	STRATEGY	
Registration Number:	1150586	OMOLENE #100	
Registration Number:	1150583	OMOLENE #200	
Registration Number:	1150584	OMOLENE #300	
Registration Number:	3155198	ASCEND	
Registration Number:	2744870	CROPLAN	
Registration Number:	3527489	INTERLOCK	
Registration Number:	2799187	WARDEN	

OP \$540.00 2586327

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4325204	WINFIELD
Registration Number:	4078456	AGRISOLUTIONS
Registration Number:	2583870	CORNERSTONE
Registration Number:	2304695	ORIGIN
Registration Number:	1865505	CLASS ACT

CORRESPONDENCE DATA

Fax Number: 8165317545
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 816-460-2400
Email: anita.hansen@dentons.com, victoria.lee@dentons.com
Correspondent Name: Anita Hansen
Address Line 1: Dentons US LLP
Address Line 2: P. O. Box 061080
Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	10500464-0010 (VJL)
NAME OF SUBMITTER:	Anita M. Hansen
SIGNATURE:	/Anita M Hansen/
DATE SIGNED:	03/27/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2015, among LAND O'LAKES, INC. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (each, a "Subsidiary Party"), and COBANK, ACB, as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of March 27, 2015 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiary Parties and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of March 27, 2015, among the Borrower, the Lenders party thereto, CoBank, ACB, as Administrative Agent, and the other agents that are parties thereto (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The Purchasers have agreed to purchase the Senior Notes subject to the terms and conditions set forth in the Note Purchase Agreement dated as of October 29, 2009 among the Borrower and the Purchasers party thereto (the "Purchasers") (as amended, supplemented or otherwise modified from time to time, the "Senior Note Purchase Agreement"). The obligations of the Lenders to extend such credit and the purchase by the Purchasers of the Senior Notes are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the purchase of the Senior Notes pursuant to the Senior Note Purchase Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Purchasers to purchase the Senior Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

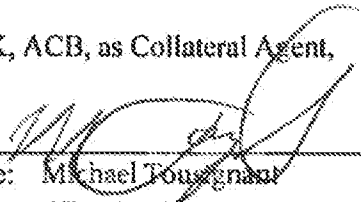
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LAND O'LAKES, INC., as the Borrower,

By: _____
Name:
Title:

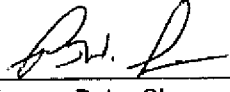
COBANK, ACB, as Collateral Agent,

By:  _____
Name: Michael Toussignan
Title: Vice President

[Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LAND O'LAKES, INC., as the Borrower,

By: 
Name: Peter Simonse
Title: Vice President and Treasurer

COBANK, ACB, as Collateral Agent,

By: _____
Name:
Title:

[Trademark Security Agreement]

WINFIELD SOLUTIONS, LLC,
as a Subsidiary Party,

By: CVF
Name: Charles Von Feldt
Title: Secretary

[Trademark Security Agreement]

PURINA MILLS, LLC,
as a Subsidiary Party,

By: Katherine Lichy
Name: Katherine Lichy
Title: Assistant Secretary

[Trademark Security Agreement]

Subsidiary Parties

Purina Mills, LLC

Winfield Solutions, LLC

**Schedule II
Trademarks**

Trademark	Registration Number	Registration Date	Owner
COW'S MATCH	2586327	6/25/02	Land O'Lakes, Inc.
LAND O LAKES	295002	6/14/13	Land O'Lakes, Inc.
LAND O LAKES BANNER	2884010	9/14/04	Land O'Lakes, Inc.
LAND O LAKES and INDIAN MAIDEN	1073269	9/13/77	Land O'Lakes, Inc.
LAND O LAKES BANNER and INDIAN MAIDEN	2743924	7/29/03	Land O'Lakes, Inc.
ACCURATION	1000013	12/17/74	Purina Mills, LLC
LAYENA	312977	5/15/34	Purina Mills, LLC
EQUINE SENIOR	2048921	4/1/97	Purina Mills, LLC
STRATEGY	1749545	1/26/93	Purina Mills, LLC
OMOLENE #100	1150586	4/7/81	Purina Mills, LLC
OMOLENE #200	1150583	4/7/81	Purina Mills, LLC
OMOLENE #300	1150584	4/7/81	Purina Mills, LLC
ASCEND	3155198	10/10/06	Winfield Solutions, LLC
CROPLAN	2744870	7/29/03	Winfield Solutions, LLC
INTERLOCK	3527489	11/4/08	Winfield Solutions, LLC
WARDEN	2799187	12/23/03	Winfield Solutions, LLC
WINFIELD	4325204	4/23/13	Winfield Solutions, LLC
AGRISOLUTIONS	4078456	1/3/12	Winfield Solutions, LLC
CORNERSTONE	2583870	6/18/02	Winfield Solutions, LLC
ORIGIN	2304695	12/28/03	Winfield Solutions, LLC
CLASS ACT	1865505	12/6/94	Winfield Solutions, LLC