# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Notice of Grant of Security Interest in Trademarks

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chobani, Inc.		06/28/2011	CORPORATION: NEW YORK

# **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Administrative Agent	
Street Address:	101 North Tryon Street	
Internal Address:	One Independence Center	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28246	
Entity Type:	national banking association: UNITED STATES	

# PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86106935	CHOBANI SIMPLY 100
Serial Number:	86098942	CHOBANI CAFÉ
Serial Number:	86086545	HOW MATTERS
Serial Number:	86068922	HOW MATTERS
Serial Number:	85968284	JUST ADD GOOD
Serial Number:	85920020	FROCHO
Serial Number:	85917088	CHOBANI CHAMPIONS
Serial Number:	85901752	CHOBANI
Serial Number:	85901593	BERIVAN
Serial Number:	85883217	FEED YOUR LIFE
Serial Number:	85844907	FLIP

**CORRESPONDENCE DATA** 

**Fax Number**: 9192868199

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 919 286-8000

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Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	031752-167 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	12/11/2013

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#### **NOTICE**

OF

#### GRANT OF SECURITY INTEREST

IN

#### **TRADEMARKS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security and Pledge Agreement dated as of June 28, 2011 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in, and a right to set off against, the trademarks and trademark applications set forth on Schedule 1 hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

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Very truly yours,
CHOBANI, INC.,

a New York corporation

Title: Vice President, Finance and Treasurer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By:\_\_\_\_\_\_\_Name:
Title:

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS CHOBANI, INC.

Very truly yours,
CHOBANI, INC., a New York corporation
By:Name: Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

Name: Karen D. Finnerty
Title: Senior Vice President

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS CHOBANI, INC.

### Schedule 1

# Chobani, Inc. (New York Corporation)

#### U.S. Trademarks

# **Pending Applications**

Mark	Appl. No.	Filing Date
CHOBANI SIMPLY 100	86106935	10/31/13
CHOBANI CAFÉ	86098942	10/23/13
HOW MATTERS	86086545	10/09/13
HOW MATTERS	86068922	09/19/13
JUST ADD GOOD	85968284	06/24/13
FROCHO	85920020	05/01/13
CHOBANI CHAMPIONS	85917088	04/29/13
CHOBANI	85901752	04/11/13
BERIVAN	85901593	04/11/13
FEED YOUR LIFE	85883217	03/21/13
FLIP	85844907	02/08/13

The grant of the security interest under the Agreement shall not be deemed to grant a security interest in any applications for Trademarks filed on an intent-to-use basis until such time, if any, as a statement of use is filed, but only to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such applications.

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**RECORDED: 12/11/2013**