

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM345513

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCHMID INCORPORATED		06/18/2015	CORPORATION: OHIO
SMITH DAIRY PRODUCTS COMPANY		06/18/2015	COMPANY: OHIO
SMITH DAIRY TRUCKING COMPANY		06/18/2015	COMPANY: OHIO
SMITH DAIRY PROPERTIES, INCORPORATED		06/18/2015	CORPORATION: OHIO
DAIRY ENTERPRISES INCORPORATED		06/18/2015	CORPORATION: OHIO
WAYNE DAIRY PRODUCTS, INC.		06/18/2015	CORPORATION: INDIANA
PVD, L.L.C.		06/18/2015	LIMITED LIABILITY COMPANY: OHIO
PACIFIC VALLEY DAIRY, INC.		06/18/2015	CORPORATION: MISSOURI
CATCH-22 REAL ESTATE, L.L.C.		06/18/2015	LIMITED LIABILITY COMPANY: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	10 South Wacker Drive, 13th Floor		
<b>Internal Address:</b>	MAC N8405-131		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1286208	RUGGLES	
<b>Registration Number:</b>	1452361	WHALE-OF-A-PAIL!	
<b>Registration Number:</b>	1980946	THE DAIRY IN THE COUNTRY	
<b>Registration Number:</b>	1980947		
<b>Registration Number:</b>	2029638		

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2039772	THE DAIRY IN THE COUNTRY
Registration Number:	2191150	CLASS ACT
Registration Number:	2604227	SUPER JUG
Registration Number:	3182314	SUPER JUG
Registration Number:	4489371	HERD OF HEROES
Serial Number:	86526778	ARTISA
Serial Number:	86526766	AJOYO
Registration Number:	4108836	YO-MAZING!

#### CORRESPONDENCE DATA

**Fax Number:** 3126984556

*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:** 312.641.2096

**Email:** edavenport@mcguirewoods.com

**Correspondent Name:** Clayton J. Stallbaumer, McGuireWoods LLP

**Address Line 1:** 77 West Wacker Drive, Suite 4100

**Address Line 4:** Chicago, ILLINOIS 60601-1818

<b>ATTORNEY DOCKET NUMBER:</b>	2050298-0066
<b>NAME OF SUBMITTER:</b>	Clayton J. Stallbaumer
<b>SIGNATURE:</b>	/Clayton J. Stallbaumer/
<b>DATE SIGNED:</b>	06/23/2015

#### Total Attachments: 17

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## PATENT AND TRADEMARK SECURITY AGREEMENT

**THIS PATENT AND TRADEMARK SECURITY AGREEMENT** (the “Agreement”), dated as of June 18, 2015, is made by and among the Grantors listed on the signature pages hereof and those additional entities that hereafter become parties hereto by joinder (each, a “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”).

Grantors, as Borrowers, and Wells Fargo, *inter alia*, are parties to a Credit and Security Agreement dated as of June 18, 2015 (as amended, supplemented or restated from time to time, the “Credit Agreement”), which sets forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of the Borrowers.

As a condition to extending credit to or for the account of Borrowers, Wells Fargo has required the execution and delivery of this Agreement by the Grantors.

Accordingly, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the recitals to this Agreement or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of each Grantor’s right, title, and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Grantor’s right, title, and interest in and to (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. **Security Interest.** Each Grantor hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender and for each Bank Product Provider) a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in its Patents and in its Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrowers, including each Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any

other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties, and Agreements.** Each Grantor represents, warrants, and agrees as follows:

(a) **Existence; Authority.** Each Grantor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of such Grantor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by each Grantor as of the date hereof, or to which each Grantor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Grantor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Grantor shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by each Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to such Grantor's or any Affiliate of such Grantor's business(es). If after the date hereof, any Grantor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to such Grantor's or any Affiliate of such Grantor's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then such Grantor shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate of any Grantor owns, controls, or has a right to have assigned to it any items that would, if such item were owned by any Grantor, constitute Patents or Trademarks. If after the date hereof any Affiliate of any Grantor owns, controls, or has a right to have assigned to it any such items, then such Grantor shall promptly either (i) cause such Affiliate to assign all of its rights in such item(s) to such Grantor; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Each Grantor has absolute title to each of its Patents and each of its Trademarks listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Each Grantor (i) will have, at the time each Grantor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except

Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, each Grantor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Each Grantor will at its own expense and using commercially reasonable efforts, protect and defend its Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Each Grantor will at its own expense maintain its Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Each Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any of its Patents or Trademarks, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If any Grantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives such Grantor written notice thereof (or, in the case of the agreements contained in Section 3(h), immediately upon the occurrence of such failure, without notice or lapse of time), or such Grantor notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of such Grantor (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, each Grantor shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under Section 3(i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under Section 3(i) and exercising its rights under Section 6, each Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney in fact of such Grantor with the right (but not the duty) from time to time to create, prepare,

complete, execute, deliver, endorse or file, in the name and on behalf of such Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Grantor under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use its Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under its Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of its Patents or Trademarks to any third party. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Grantors' Use of the Patents and Trademarks**. In Each Grantor shall be permitted to control and manage its Patents and Trademarks, including the right to exclude others from making, using or selling items covered by its Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default**. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; (b) any Grantor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies**. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement;

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks; and

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, each Grantor shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. **Miscellaneous**. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to each Grantor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement.

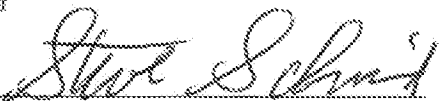
Wells Fargo shall not be obligated to preserve any rights any Grantor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of each Grantor and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by each Grantor and delivered to Wells Fargo, and each Grantor waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by each Grantor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have caused this Patent and Trademark Security Agreement to be executed and delivered as of the date first above written.

**GRANTORS:**

SCHMID INCORPORATED,  
as a Grantor

By:   
Name: Stephen Schmid  
Title: President



SMITH DAIRY PRODUCTS COMPANY,  
as a Grantor

By: 

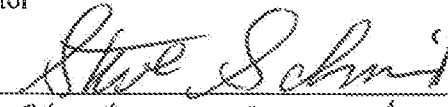
Name: Nathan Schmid

Title: President

SMITH DAIRY TRUCKING COMPANY,  
as a Grantor

By: *Benny L. Miller*  
Name: *Benny L. Miller*  
Title: *Treasurer*

SMITH DAIRY PROPERTIES, INCORPORATED,  
as a Grantor

By:   
Name: Stephen Schmid  
Title: President

DAIRY ENTERPRISES INCORPORATED,  
as a Grantor

By: *Amey T. Miller*  
Name: *Amey L. Miller*  
Title: *Secretary/Treasurer*


WAYNE DAIRY PRODUCTS, INC.,  
as a Grantor

By: 

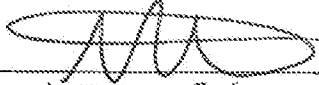
Name: Nathan Schmid

Title: President

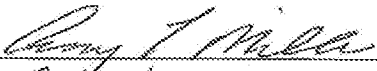
PVD, L.L.C.,  
as a Grantor

By:   
Name: Stephen Schmid  
Title: President

PACIFIC VALLEY DAIRY, INC.,  
as a Grantor

By:   
Name: Nathan Schmid  
Title: President

CATCH-22 REAL ESTATE, L.L.C.,  
as a Grantor

By:   
Name: Amy L. Miller  
Title: Treasurer



WELLS FARGO:

WELLS FARGO BANK, NATIONAL ASSOCIATION

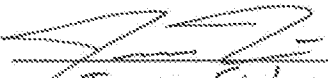
By:   
Name: James Fisk  
Title: Vice President

EXHIBIT A  
to  
Patent and Trademark Security Agreement

**Patents**

None.

Exhibit A

1

EXHIBIT B  
to  
Patent and Trademark Security Agreement

Trademarks

Grantor	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Dairy Enterprises, Inc.	Ruggles	-	-	1,286,208	7/17/1984	-
Dairy Enterprises, Inc.	Whale-of-A-Pail	-	-	1,452,361	6/18/1996	-
Dairy Enterprises, Inc.	The Dairy in the Country	-	-	1,980,946	6/18/1996	-
Dairy Enterprises, Inc.	Barn Logo	-	-	1,980,947	6/18/1996	-
Dairy Enterprises, Inc.	Barn Logo	-	-	2,029,638	1/14/1997	-
Dairy Enterprises, Inc.	The Dairy in the Country	-	-	2,039,772	2/25/1997	-
Dairy Enterprises, Inc.	Class Act	-	-	2,191,150	9/22/1998	-
Dairy Enterprises, Inc.	Super Jug	-	-	2,604,227	8/6/2002	-
Dairy Enterprises, Inc.	Super Jug	-	-	3,182,314	12/12/2006	-
Dairy Enterprises, Inc.	Herd of Heroes	-	-	4,489,371	2/25/2014	-
Dairy Enterprises, Inc.	Artisa	86,526,778	2/6/2015	-	-	Registration pending
Dairy Enterprises, Inc.	Ajoyo	86,526,766	2/6/2015	-	-	Registration pending
Pacific Valley Dairy, Inc.	Yomazing	-	-	4,108,836	3/6/2012	-