

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**Schratter Foods Incorporated

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation  
☐ Limited Liability Company

Citizenship: DEExecution Date(s) July 7, 2015Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

**2. Name and address of receiving party(ies)**Additional names, addresses, or citizenship attached? ☐ Yes☒ NoName: Wells Fargo Bank, National AssociationInternal  
Address:Street Address: 100 Park Avenue, 3<sup>rd</sup> FloorCity: New YorkState: NYCountry: USAZip: 10017☒ Association Citizenship: USA☐ General Partnership Citizenship:☐ Limited Partnership Citizenship:☐ Corporation Citizenship:☐ Other Citizenship:If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No  
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

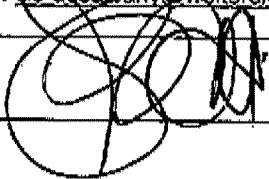
Additional sheet(s) attached? ☒ Yes ☐ No**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)****5. Name address of party to whom correspondence concerning document should be mailed:**Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: dis-uds@alberny@wolterskluwer.com**6. Total number of applications and registrations involved: 27****7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 690 -**

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**a. Credit Card Last 4 Numbers 0974Expiration Date 6/17

b. Deposit Account Number

Authorized User Name:

**9. Signature:**

Signature

Joanne BL Arnold

Name of Person Signing

July 27, 2015  
Date

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
A Affinage (and design)	4,136,170	1/07-22-2010	05-01-2022
A Affinage (and design)	4,544,063	1/07-22-2010	06-03-2024
Accent on Cheese	2,394,183	12-10-1998/ 01-31-1999	10-10-2020
Affinage Unique Cheeses From Around The World (and design)	4,210,585	1/07-22-2010	09-18-2022
ANCO	2,506,152	08-14-2000/ 04-01-1969	11-13-2021
ANCO (and design)	934,073	04-05-1971/ 04-01-1969	05-16-2022
ANCO (and design)	1,789,550	12-14-1992/ 02-28-1992	08-24-2023
Berghaus	2,083,071	11-16-1995	07-29-2017

		/10-25-1995	
Cathedral	1.272.953	09-17-1982/ 10-20-1980	04-03-2024

Trademark	Registration Number	Registration Date	Expiration Date
Cathedral De Meaux	1.220.193	07-31-1981/ 09-08-1980	12-14-2022
Chevolle	1.963.776	07-19-1994/ 09-30-1981	03-26-2016
Danesland	2.403.910	09-15-1999/ 04-30-1999	11-14-2020
Great Cheeses of France (stylized)	1.970.661	11-15-1994/ 10-01-1994	04-23-2016
IL Villagio	2.421.910	09-14-1998/ 06-01-1999	01-16-2021
Mon Desir (stylized)	1.893.240	05-20-1994/ 06-28-1982	05-09-2015
Monsieur Fromage	1.077.564	02-14-1977/ 01-31-1951	11-15-2017
Monsieur Fromage	2.328.382	09-21-1978/	03-14-2020

		01-07-1998	
Olivia	3,044,924	06-01-2004/ 12-31-1997	01-17-2016
Palazzina	3,522,091	03-28-2007/1	10-21-2018
Passionate About Cheese	3,330,381	04-24-2003/1	11-06-2017
Prestige	1,918,172	07-07-1993/ 02-16-1982	09-12-2015
Recipe Corner	2,840,176	01-14-2003/1	05-11-2014
The Smiling Cheeseman (and design)	1,008,444	12-05-1973/ 09-12-1973	04-08-2015
Valley Forge	1,093,891	140-28-1975/ 10-02-1975	06-20-2018
Valley Forge	4,379,628	12-13-2012/ 06-01-2010	08-06-2023

Trademark	Registration Number	Registration Date	Expiration Date
Valley Forge Crafted in the American Tradition	4,379,627	12-13-2012/ 06-01-2010	08-06-2023
Mon Desir (and design)	330,397	Registered 07-24- 1987/1 <sup>st</sup> Renewal 07-24-2002	N/A

(Canada)				
Palazzina (Mexico)	1.058.261	Registered 03-28-2008	N/A	
Cathedral De Meaux (France)	1.215.555	Registered 10-15-1982	N/A	
IL Villagio (and design) (Dominican Republic)	208.464	Registered 12-17-2013	N/A	
Valley Forge Crafted in the American Tradition (and Design)  (Dominican Republic)	208.448	Registered 12-17-2013	N/A	

Trademark Application	Registration Number	Registration Date	Expiration Date	
Valley Forge American Born	86.177.103	1-28-2014/1	N/A	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of July 7, 2015, is made by and between Schratter Foods Incorporated, a Delaware corporation having a business location at the address set forth below next to its signature ("Borrower"), and Wells Fargo Bank, National Association ("Lender"), and having a business location at the address set forth below next to its signature.

### Recitals

A. Borrower and Lender are parties to a Credit Agreement dated the date of this Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement"), setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

B. As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

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 hereto 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:

"Security Agreement" means the Security Agreement of even date herewith by and between the Borrower and Lender (as amended, supplemented or restated from time to time).

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower'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 A.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender, 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 the Trademarks to secure payment of the Obligations. The Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. 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. Borrower represents, warrants and agrees as follows:

(a) **Existence; Authority.** Borrower 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 Borrower.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Borrower 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 A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrower's or any Affiliate's business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Borrower's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

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

(d) **Title.** Borrower has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Borrower (i) will have, at the time Borrower acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, Borrower will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Lender's prior written consent.

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

(g) **Maintenance.** Borrower will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any 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.

(h) **Lender's Right to Take Action.** If Borrower 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 Lender gives Borrower written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrower notifies Lender that it intends to abandon a Trademark, Lender 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 Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **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, Borrower shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) or exercising its rights under Section 7, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(j) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 7, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower 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 Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Borrower 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. Borrower's Use of the Trademarks. Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the 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. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

6. 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; or (b) Borrower 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.

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

(a) Lender may exercise any or all remedies available under the Credit Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

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

8. 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 Lender. A waiver signed by Lender 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 Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender'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 Borrower under this Agreement

shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender 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 Borrower 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 the State of New York 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.**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

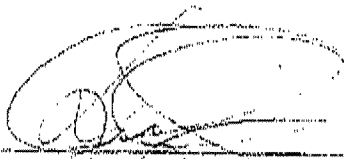
333 Fairfield Road  
Fairfield, New Jersey 07004

SCHRATTER FOODS INCORPORATED

By   
Alain Voss  
President

STATE OF New Jersey  
COUNTY OF Passaic

The foregoing instrument was acknowledged before me as of June 30<sup>th</sup>, 2015, by Alain Voss, the President of Schratter Foods Incorporated, a Delaware corporation, on behalf of the corporation.

  
Notary Public

LIGIA Y. TEJADA  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXP. OCT. 2, 2018

[Trademark Security Agreement]

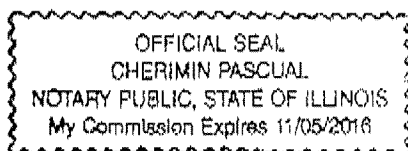
Wells Fargo Bank, National Association  
100 Park Avenue, 14<sup>th</sup> Floor  
New York, New York 10017

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By *Lynn Gosselin*  
Lynn Gosselin  
Its Authorized Signatory

STATE OF IL )  
 )  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me as of July 7, 2015, by  
Lynn Gosselin, an Authorized Signatory of Wells Fargo Bank, National Association, on  
behalf of the national association.



*Cherimin Pascual*  
Notary Public