

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430311

|   |  |                       |   |
|---|--|-----------------------|---|
| <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>                        |
| ASSOCIATED MILK PRODUCERS, INC.   |  | 06/07/2017            | Cooperative Marketing Association: KANSAS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | JPMORGAN CHASE BANK, N.A., as Administrative Agent |                       |   |
| <b>Street Address:</b>  | 10 South Dearborn St, 22nd Floor                   |                       |   |
| <b>City:</b>  | Chicago  |                       |   |
| <b>State/Country:</b>   | ILLINOIS   |                       |   |
| <b>Postal Code:</b>   | 60603  |                       |   |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES        |                       |   |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 3594273  | STATE BRAND           |   |
| <b>Registration Number:</b>   | 4139571  | GENUINE BY NATURE     |   |
| <b>Registration Number:</b>   | 4139570  | GENUINE BY NATURE     |   |
| <b>Registration Number:</b>   | 2512252  | AMPI                  |   |
| <b>Registration Number:</b>   | 1890224  | D-A-I-R-Y MAX         |   |
| <b>Registration Number:</b>   | 0970310  | AMPI                  |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  | 3128637806   |                       |   |
| <i>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.</i> |  |                       |   |
| <b>Phone:</b>   | 312-863-7198                                       |                       |   |
| <b>Email:</b>   | nancy.brougher@goldbergkohn.com                    |                       |   |
| <b>Correspondent Name:</b>  | Nancy Brougher, Paralegal                          |                       |   |
| <b>Address Line 1:</b>  | Goldberg Kohn Ltd.                                 |                       |   |
| <b>Address Line 2:</b>  | 55 East Monroe Street, Suite 3300                  |                       |   |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60603                            |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1075.277   |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Nancy Brougher                                     |                       |   |
| <b>SIGNATURE:</b>   | /njb/  |                       |   |

OP \$165.00 3594273

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 06/07/2017 |
|---------------------|------------|

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of June 7, 2017 by ASSOCIATED MILK PRODUCERS, INC., a Kansas cooperative marketing association (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent ("Administrative Agent").

### W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of June 7, 2017, by and among the Grantor, the other Loan Parties party thereto, the lenders party thereto from time to time (the "Lenders"), and Administrative Agent (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Grantor entered into that certain Security Agreement dated as of June 7, 2017 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to Administrative Agent, among other things, a continuing security interest in certain of the Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent and grants to Administrative Agent, for its own benefit and for the benefit of the Lenders, a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all United States trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including without limitation those set forth on Schedule A attached hereto, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided that, notwithstanding any other provision set forth herein, this Agreement shall not, at any time, constitute a grant of a security interest in any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, however, that, after such period, the Grantor acknowledges that such interest in such trademark or service

mark application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Trademark Collateral.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent and the Lenders under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Administrative Agent and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

*[signature pages follow]*

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first above written.

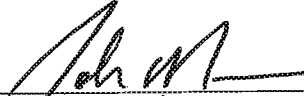
GRANTOR:

ASSOCIATED MILK PRODUCERS, INC.

By: John C. Reed  
Name: John C. Reed  
Title: CEO

AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:   
Name: John Moran  
Title: Authorized Signer

**SCHEDULE A**

**TRADEMARKS**

| <b>GRANTOR</b>                  | <b>MARK</b>       | <b>STATUS</b> | <b>SERIAL NO.</b> | <b>REGIS. NO.</b> | <b>REGIS. DATE</b> |
|---------------------------------|-------------------|---------------|-------------------|-------------------|--------------------|
| Associated Milk Producers, Inc. | STATE BRAND       | Registered    | 77510875          | 3594273           | 03/24/09           |
| Associated Milk Producers, Inc. | GENUINE BY NATURE | Registered    | 77964455          | 4139571           | 05/08/12           |
| Associated Milk Producers, Inc. | GENUINE BY NATURE | Registered    | 77964452          | 4139570           | 05/08/12           |
| Associated Milk Producers, Inc. | AMPI              | Registered    | 76116261          | 2512252           | 11/27/01           |
| Associated Milk Producers, Inc. | D-A-I-R-Y MAX     | Registered    | 74382737          | 1890224           | 04/18/95           |
| Associated Milk Producers, Inc. | AMPI              | Registered    | 72447537          | 0970310           | 10/09/73           |

**TRADEMARK APPLICATIONS**

None