

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437521

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BORDEN DAIRY COMPANY		07/06/2017	Corporation: DELAWARE
BORDEN DAIRY COMPANY OF MADISONVILLE, LLC		07/06/2017	Limited Liability Company: KENTUCKY
BORDEN DAIRY COMPANY OF OHIO, LLC		07/06/2017	Limited Liability Company: DELAWARE
BORDEN DAIRY COMPANY OF SOUTH CAROLINA, LLC		07/06/2017	Limited Liability Company: DELAWARE
NATIONAL DAIRY, LLC		07/06/2017	Limited Liability Company: DELAWARE
BORDEN DAIRY COMPANY OF FLORIDA, LLC		07/06/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC BANK
<b>Street Address:</b>	500 FIRST AVENUE
<b>Internal Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
<b>Registration Number:</b>	4203826	
<b>Registration Number:</b>	4489115	SALLIE'S SOUTHERN TEA
<b>Registration Number:</b>	2783922	GOLDENROD
<b>Registration Number:</b>	1445381	ALL THE DAIRY BEST TO YOU FROM DAIRYMENS
<b>Registration Number:</b>	1964815	DAIRYMENS
<b>Registration Number:</b>	0921212	BETTER THAN IT HAS TO BE
<b>Registration Number:</b>	3351307	BERMUDA BLAST
<b>Registration Number:</b>	3704472	COBURG
<b>Registration Number:</b>	4168392	FARM FIELD
<b>Registration Number:</b>	3638494	FLAV-O-RICH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3230127	KID BUILDER
Registration Number:	3347501	MONTEGO MADNESS
Registration Number:	3355319	NASSAU NECTAR
Registration Number:	3491333	SABA SUNBURST
Registration Number:	4246389	SPORTS MILK
Registration Number:	0903961	C
Serial Number:	86735375	BODY BOOST
Serial Number:	86735237	IMOONITY
Serial Number:	87310799	VELDA

**CORRESPONDENCE DATA**

**Fax Number:** 7045032622

*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:** 704 503 2600

**Email:** vbantug@kslaw.com

**Correspondent Name:** KING & SPALDING

**Address Line 1:** 100 N TRYON STREET

**Address Line 2:** SUITE 3900

**Address Line 4:** CHARLOTTE, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	18876.015100
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug
<b>SIGNATURE:</b>	/Vicky R. Bantug/
<b>DATE SIGNED:</b>	08/01/2017

**Total Attachments: 7**

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## GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of July 6, 2017 by Borden Dairy Company, a Delaware corporation, Borden Dairy Company of Madisonville, LLC, a Kentucky limited liability company, Borden Dairy Company of Ohio, LLC, a Delaware limited liability company, Borden Dairy Company of South Carolina, a Delaware limited liability company, Borden Dairy Company of Florida, a Delaware limited liability company and National Dairy, LLC a Delaware limited liability company (each a "Grantor" and collectively, the "Grantors"), in favor of PNC Bank, National Association, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors own the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated July 6, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP 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.

This Trademark 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.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**BORDEN DAIRY COMPANY**

By: William G. White  
Name: William G. White  
Title: Executive Vice President, Chief  
Financial and Information Technology  
Officer and Treasurer

**BORDEN DAIRY COMPANY OF  
MADISONVILLE, LLC**

By: William G. White  
Name: William G. White  
Title: Executive Vice President, Chief  
Financial and Information Technology  
Officer and Treasurer

**BORDEN DAIRY COMPANY OF OHIO, LLC**

By: William G. White  
Name: William G. White  
Title: Executive Vice President, Chief  
Financial and Information Technology  
Officer and Treasurer

**BORDEN DAIRY COMPANY OF SOUTH  
CAROLINA, LLC**

By: William G. White  
Name: William G. White  
Title: Executive Vice President, Chief  
Financial and Information Technology  
Officer and Treasurer

**NATIONAL DAIRY, LLC**

By: William G. White

Name: William G. White  
Title: Executive Vice President, Chief  
Financial and Information Technology  
Officer and Treasurer

**BORDEN DAIRY COMPANY OF FLORIDA,  
LLC**

By: William G. White

Name: William G. White  
Title: Executive Vice President, Chief  
Financial and Information Technology  
Officer and Treasurer

Acknowledged and Agreed:


PNC BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: Keith Moellering  
Name: Keith Moellering  
Title: Senior Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	App. No. App. Date	Reg. No. Reg. Date	Owner
Design Only <image001.png>	85350682 JUNE 20, 2011	4203826 SEP 4, 2012	BORDEN DAIRY COMPANY
SALLIE'S SOUTHERN TEA	85657906 JUNE 21, 2012	4489115 FEB 25, 2014	BORDEN DAIRY COMPANY
GOLDENROD	76443067 AUG 22, 2002	2783922 NOV 18, 2003	BORDEN DAIRY COMPANY OF MADISONVILLE, LLC
ALL THE DAIRY BEST TO YOU FROM DAIRYMENS	73507085 NOV 5, 1984	1445381 JUNE 30, 1987	BORDEN DAIRY COMPANY OF OHIO, LLC
DAIRYMENS	73690650 October 19, 1987	1964815 APRIL 2, 1996	BORDEN DAIRY COMPANY OF OHIO, LLC
BETTER THAN IT HAS TO BE	72343664 NOV 17, 1969	921212 SEP 28, 1971	BORDEN DAIRY COMPANY OF SOUTH CAROLINA, LLC
BERMUDA BLAST	77133098 MARCH 16, 2007	3351307 DEC 11, 2007	NATIONAL DAIRY, LLC
BODY BOOST	86735375 AUG 24, 2015		NATIONAL DAIRY, LLC
COBURG	77599266 OCT 23, 2008	3704472 NOV 3, 2009	NATIONAL DAIRY, LLC
FARM FIELD	85006345 APRIL 5, 2010	4168392 JULY 3, 2012	NATIONAL DAIRY, LLC
FLAV-O-RICH	77599243 OCT 23, 2008	3638494 JUNE 16, 2009	NATIONAL DAIRY, LLC
IMOONITY	86735237 AUG 24, 2015		NATIONAL DAIRY, LLC
KID BUILDER	76477057 DEC 19, 2002	3230127 APRIL 17, 2007	NATIONAL DAIRY, LLC
MONTEGO MADNESS	77133060 MARCH 16, 2007	3347501 DEC 4, 2007	NATIONAL DAIRY, LLC
NASSAU NECTAR	77133039 MARCH 16, 2007	3355319 DEC 18, 2007	NATIONAL DAIRY, LLC
SABA SUNBURST	77223721 July 6, 2007	3491333 AUG 26, 2008	NATIONAL DAIRY, LLC
SPORTS MILK	78973692 SEP 13, 2006	4246389 NOV 20, 2012	NATIONAL DAIRY, LLC
C (Stylized)	72343663 November 17, 1969	903961 December 8, 1970	Borden Dairy Company Of South Carolina, LLC



Mark	App. No. App. Date	Reg. No. Reg. Date	Owner
			
VELDA	87310799 January 23, 2017		BORDEN DAIRY COMPANY OF FLORIDA, LLC