

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459410

<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>
Gehl Foods, LLC		01/25/2018	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5312761	GEHL'S	
<b>Registration Number:</b>	3094308	GREAT PLAINS DAIRY	
<b>Registration Number:</b>	2141781	MAIN ST. CAFE	
<b>Registration Number:</b>	1845772	GEHL'S	
<b>Registration Number:</b>	2051069	HOT TOP 2	
<b>Serial Number:</b>	87407136	STEEP IT UP A NOTCH	
<b>Serial Number:</b>	87203335	SWEETREATS	
<b>Serial Number:</b>	87049218	OWN IT ORGANIC WICKED NUTRITION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8518		
<b>Email:</b>	rebecca.dyson@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca Dyson c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca Dyson		
<b>SIGNATURE:</b>	/rebecca dyson/		

CH \$215.00 5312761

<b>DATE SIGNED:</b>	01/25/2018
---------------------	------------

**Total Attachments: 5**

source=Ares Gehl Trademark Security Agreement#page1.tif

source=Ares Gehl Trademark Security Agreement#page2.tif

source=Ares Gehl Trademark Security Agreement#page3.tif

source=Ares Gehl Trademark Security Agreement#page4.tif

source=Ares Gehl Trademark Security Agreement#page5.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 25, 2018, is made by Gehl Foods, LLC ("Grantor"), in favor of Ares Capital Corporation ("Ares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of January 25, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Ares, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

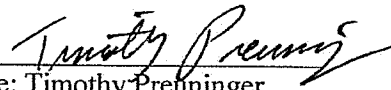
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

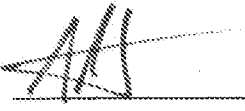
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GEHL FOODS, LLC**, a Wisconsin limited liability company, as Grantor

By:   
Name: Timothy Pretninger  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**ARES CAPITAL CORPORATION,**  
as Administrative Agent

By:   
Name: Ian Fitzgerald  
Its: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
GEHL'S	US	GEHL FOODS, LLC	87103494 14-JUL-2016	5312761 17-OCT-2017
GREAT PLAINS DAIRY	US	GEHL FOODS, LLC	78512494 05-NOV-2004	3094308 16-MAY-2006
MAIN ST. CAFÉ	US	GEHL FOODS, LLC	75043455 17-JAN-1996	2141781 10-MARCH-1998
GEHL'S	US	GEHL FOODS, LLC	74403442 16-JUN-1993	1845772 19-JUL-1994
HOT TOP 2	US	GEHL FOODS, LLC	74399955 07-JUN-1993	2051069 08-APR-1997

2. TRADEMARK APPLICATIONS

Mark	Country	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
STEEP IT UP A NOTCH	US	GEHL FOODS, LLC	87407136 11-APR-2017	N/A
SWEETTREETTS	US	GEHL FOODS, LLC	87203335 14-OCT-2016	N/A
OWN IT ORGANIC WICKED NUTRITION	US	GEHL FOODS, LLC	87049218 25-MAY-16	N/A