

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468635

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MARYLAND AND VIRGINIA MILK PRODUCERS COOPERATIVE ASSOCIATION, INCORPORATED		03/26/2018	Corporation: VIRGINIA
MARVA MAID - LANDOVER OPERATIONS LLC		03/26/2018	Limited Liability Company: MARYLAND
MARVA MAID - LANDOVER LAND LLC		03/26/2018	Limited Liability Company: MARYLAND
VALLEY MILK PRODUCTS, L.L.C.		03/26/2018	Limited Liability Company: VIRGINIA
MAOLA MILK AND ICE CREAM COMPANY		03/26/2018	Corporation: NORTH CAROLINA
MARYLAND AND VIRGINIA OF LAUREL LLC		03/26/2018	Limited Liability Company: VIRGINIA
MARVA MAID OF NEWPORT NEWS LLC		03/26/2018	Limited Liability Company: VIRGINIA
MARYLAND AND VIRGINIA MILK PRODUCERS BUSINESS TRUST		03/26/2018	Trust: MARYLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	EAGLEBANK
<b>Street Address:</b>	8245 Boone Boulevard, Suite 820
<b>City:</b>	Tysons Corner
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22182
<b>Entity Type:</b>	Corporation: MARYLAND

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
<b>Serial Number:</b>	87382693	MARVA MAID
<b>Serial Number:</b>	87382657	MARVA MAID
<b>Serial Number:</b>	87382543	MARVA MAID
<b>Serial Number:</b>	87348291	MAOLA FARMER OWNED LOCAL DAIRIES

OP \$365.00 87382693

Property Type	Number	Word Mark
Serial Number:	87382895	MARVA MAID
Serial Number:	87381558	MARVA MAID
Serial Number:	87381527	MARVA MAID
Serial Number:	87348317	MAOLA FARMER OWNED LOCAL DAIRIES
Serial Number:	77814341	MARVA MAID FARMER OWNED FRESH !
Serial Number:	77566799	ON THE MOOOVE
Serial Number:	76526797	MOOMENTUM
Serial Number:	76489412	MARVA MAID
Serial Number:	76543680	MAOLA
Serial Number:	74055097	MAOLA

#### CORRESPONDENCE DATA

Fax Number: 2026288844

*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: 202-624-2516

Email: edocket@crowell.com,majitsingh@crowell.com,ksilk@crowell.com

Correspondent Name: Kevin M. Silk

Address Line 1: 1001 Pennsylvania Avenis NW

Address Line 2: Crowell & Moring LLP

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 114813.0000005

NAME OF SUBMITTER: Kevin M. Silk

SIGNATURE: /Kevin M. Silk/

DATE SIGNED: 04/05/2018

#### Total Attachments: 9

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## Exhibit H

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 26, 2018, by and among **MARYLAND AND VIRGINIA MILK PRODUCERS COOPERATIVE ASSOCIATION, INCORPORATED**, a Virginia corporation organized as a cooperative association under Virginia law (“Borrower”), **MARVA MAID – LANDOVER OPERATIONS LLC**, a Maryland limited liability company (“MMLO”), **MARVA MAID – LANDOVER LAND LLC**, a Maryland limited liability company (“MMLL”), **VALLEY MILK PRODUCTS, L.L.C.**, a Virginia limited liability company (“VMP”), **MAOLA MILK AND ICE CREAM COMPANY**, a North Carolina corporation (“MAOLA”), **MARYLAND AND VIRGINIA OF LAUREL LLC**, a Virginia limited liability company (“MML”), **MARVA MAID OF NEWPORT NEWS LLC**, a Virginia limited liability company (“MMNN”), **MARYLAND AND VIRGINIA MILK PRODUCERS BUSINESS TRUST**, a Maryland business trust (“MVBT”) (each, a “Subsidiary Guarantor” and, together with the Borrower, the “Loan Parties”), in favor of **EAGLEBANK** (the “Lender”) is entered into pursuant to the Credit Agreement referred to below.

## RECITALS

A. Loan Parties and the Lender entered into that certain Revolving Loan, Term Loan and Security Agreement dated as of the date hereof (the “Credit Agreement”), pursuant to which the Lender is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof.

B. In order to secure Obligations under the Credit Agreement, the Loan Parties have granted to the Lender a security interest and lien in and to all of each Loan Party’s assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever.

C. One of the requirements of the Credit Agreement and the other Loan Documents is that the Company shall have executed and delivered this Agreement to the Lender.

NOW, THEREFORE, in consideration of the Revolving Facility, the mutual promises and understandings of the Company and the Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company covenants unto and agrees with the Lender as follows:

1. Defined Terms. Capitalized terms used but not elsewhere defined in this Agreement shall have the respective meanings ascribed to such terms in the Credit Agreement. The term “Trademarks” shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of the Loan Parties’ business symbolized by the foregoing or connected therewith, and (vi) all of the Loan Parties’ rights

corresponding thereto throughout the world. Notwithstanding the foregoing, the Trademarks do not include any intent-to-use trademarks prior to the filing of an amendment to allege use of the trademark under 15 U.S.C. 1051(c) or the filing of a verified statement of use under 15 U.S.C. 1051(d) with the United States Patent and Trademark Office.

2. Grant Of Security Interest In Trademark Collateral. To secure the Obligations, the Loan Parties hereby grant to the Lender a continuing first priority security interest (subject only to Permitted Liens that are permitted to have superior priority to Lender's Lien) in all of such Loan Party's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark and each Trademark application listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) all goodwill, trade secrets, proprietary and confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists and other General Intangibles with respect to the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Loan Party against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. Agreement; Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. The Loan Parties hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement and the security interests granted pursuant to this Agreement hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Loan Parties to Lender whether or not they are unenforceable or not allowable due to the existence of an insolvency proceedings involving any Loan Party.

4. Authorization To Supplement. If any Loan Party shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Each Loan Party shall give prompt notice in writing to the Lender with respect to any such new Trademarks or renewal or extension of any registration. The Loan Parties hereby authorize Lender, following receipt of written notice from such Loan Party, to modify this Agreement by amending Schedule I to include any future United States registered trademarks therefor of the Company (other than intent-to-use trademarks prior to the filing of an amendment to allege use of the trademark under 15 U.S.C. 1051(c) or the filing of a verified statement of use under 15 U.S.C. 1051(d) with the United States Patent and Trademark Office). Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may

execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

7. Assignments. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon the Company and its successors and assigns and shall inure to the benefit of the Lender and its successors and permitted assigns.

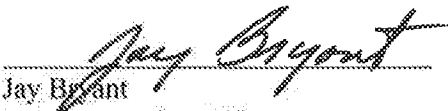
8. Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Maryland.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, this Agreement is signed and given under seal as of the date first written above and it is intended that this Agreement is and shall constitute and have the effect of a sealed instrument according to law.

**BORROWER:**

**MARYLAND AND VIRGINIA MILK  
PRODUCERS COOPERATIVE ASSOCIATION,  
INCORPORATED**, a Virginia corporation organized as  
a cooperative under Virginia law

By:   
Name: Jay Bryant  
Its: Chief Executive Officer  
Attention: 1985 Isaac Newton Square, Suite 200  
Reston, VA 20190  
Telephone: (703) 742-6800  
FAX: (757) 528-4286  
E-Mail: [JBryant@mdvamilk.com](mailto:JBryant@mdvamilk.com)

**LENDER:**

**EAGLEBANK**

By: \_\_\_\_\_  
Name: Andrea H. Connolly  
Its: Senior Vice President  
Attention: 8245 Boone Boulevard, Suite 820  
Tysons Corner, VA 22182  
Telephone: (571) 319-4924  
FAX: (301) 337-3333  
E-Mail: [AConnolly@EagleBankCorp.com](mailto:AConnolly@EagleBankCorp.com)

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 006307 FRAME: 0741**

IN WITNESS WHEREOF, this Agreement is signed and given under seal as of the date first written above and it is intended that this Agreement is and shall constitute and have the effect of a sealed instrument according to law.

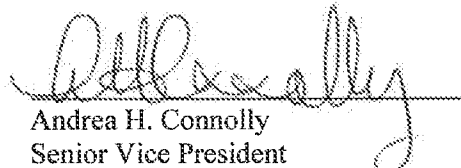
**BORROWER:**

**MARYLAND AND VIRGINIA MILK  
PRODUCERS COOPERATIVE ASSOCIATION,  
INCORPORATED**, a Virginia corporation organized as  
a cooperative under Virginia law

By: \_\_\_\_\_  
Name: Jay Bryant  
Its: Chief Executive Officer  
Attention: 1985 Isaac Newton Square, Suite 200  
Reston, VA 20190  
Telephone: (703) 742-6800  
FAX: (757) 528-4286  
E-Mail: [JBryant@mdvamilk.com](mailto:JBryant@mdvamilk.com)

**LENDER:**

**EAGLEBANK**

By:   
Name: Andrea H. Connolly  
Its: Senior Vice President  
Attention: 8245 Boone Boulevard, Suite 820  
Tysons Corner, VA 22182  
Telephone: (571) 319-4924  
FAX: (301) 337-3333  
E-Mail: [AConnolly@EagleBankCorp.com](mailto:AConnolly@EagleBankCorp.com)

*[Signature Page to Trademark Security Agreement]*

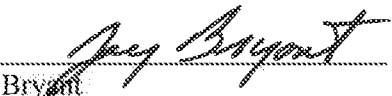
**SUBSIDIARY GUARANTORS:**

**MARVA MAID – LANDOVER OPERATIONS LLC**, a Maryland limited liability company

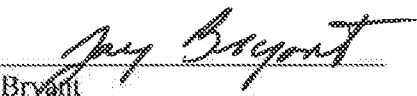
By: Maryland and Virginia Milk Producers Cooperative Association, Incorporated, a Virginia corporation organized as a cooperative under Virginia law  
Its: Managing Member and Sole Member

By:   
Name: Jay Bryant  
Its: Chief Executive Officer  
Attention: 1985 Isaac Newton Square, Suite 200  
Reston, VA 20190  
Telephone: (703) 742-6800  
FAX: (757) 528-4286  
E-Mail: [JBryant@mdvamilk.com](mailto:JBryant@mdvamilk.com)

**MARVA MAID – LANDOVER LAND LLC**, a Maryland limited liability company

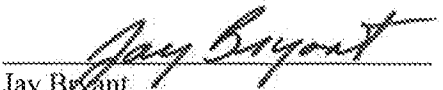
By:   
Name: Jay Bryant  
Its: Chief Executive Officer  
Attention: 1985 Isaac Newton Square, Suite 200  
Reston, VA 20190  
Telephone: (703) 742-6800  
FAX: (757) 528-4286  
E-Mail: [JBryant@mdvamilk.com](mailto:JBryant@mdvamilk.com)

**VALLEY MILK PRODUCTS, L.L.C.**, a Virginia limited liability company

By:   
Name: Jay Bryant  
Its: Chief Executive Officer  
Attention: 1985 Isaac Newton Square, Suite 200  
Reston, VA 20190  
Telephone: (703) 742-6800  
FAX: (757) 528-4286  
E-Mail: [JBryant@mdvamilk.com](mailto:JBryant@mdvamilk.com)



**MAOLA MILK AND ICE CREAM COMPANY, a**  
North Carolina corporation

By:   
Name: Jay Bryant  
Its: Chief Executive Officer  
Attention: 1985 Isaac Newton Square, Suite 200  
Reston, VA 20190  
Telephone: (703) 742-6800  
FAX: (757) 528-4286  
E-Mail: JBryant@mdvamilk.com

**MARYLAND AND VIRGINIA OF LAUREL LLC, a**  
Virginia limited liability company

By: Maryland and Virginia Milk Producers  
Cooperative Association, Incorporated, a Virginia  
corporation organized as a cooperative under  
Virginia law  
Its: Managing Member and Sole Member

By:   
Name: Jay Bryant  
Its: Chief Executive Officer  
Attention: 1985 Isaac Newton Square, Suite 200  
Reston, VA 20190  
Telephone: (703) 742-6800  
FAX: (757) 528-4286  
E-Mail: JBryant@mdvamilk.com

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006307 FRAME: 0744**

**MARVA MAID OF NEWPORT NEWS LLC**, a  
Virginia limited liability company

By: Maryland and Virginia Milk Producers  
Cooperative Association, Incorporated, a Virginia  
corporation organized as a cooperative under  
Virginia law

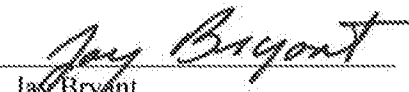
Its: Managing Member and Sole Member

By:   
Name: Jay Bryant  
Its: Chief Executive Officer  
Attention: 1985 Isaac Newton Square, Suite 200  
Reston, VA 20190  
Telephone: (703) 742-6800  
FAX: (757) 528-4286  
E-Mail: [JBryant@mdvamilk.com](mailto:JBryant@mdvamilk.com)

**MARYLAND AND VIRGINIA MILK  
PRODUCERS BUSINESS TRUST**, a Maryland  
Business (Statutory) Trust

By: Maryland and Virginia Milk Producers  
Cooperative Association, Incorporated, a Virginia  
corporation organized as a cooperative under  
Virginia law

Its: Sole Trustee

By:   
Name: Jay Bryant  
Its: Chief Executive Officer  
Attention: 1985 Isaac Newton Square, Suite 200  
Reston, VA 20190  
Telephone: (703) 742-6800  
FAX: (757) 528-4286  
E-Mail: [JBryant@mdvamilk.com](mailto:JBryant@mdvamilk.com)

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 006307 FRAME: 0745**

SCHEDULE 1

Serial No.	Reg. No.	Word Mark	Check Status	Live/Dead
87382693	5419741	Marva Maid	TSDR	Live
87382657	5408906	Marva Maid	TSDR	Live
87382543	5408905	Marva Maid	TSDR	Live
87348291	5347851	Maola Farmer Owned Local Dairies	TSDR	Live
87382895	5331596	Marva Maid	TSDR	Live
87381558		Marva Maid	TSDR	Live
87381527		Marva Maid	TSDR	Live
87348317		Maola Farmer Owned Local Dairies	TSDR	Live
77814341	3823115	Marva Maid Farmer Owned Fresh!	TSDR	Live
77566799	3591182	On the Mooove	TSDR	Live
76526797	2977503	Moomentum	TSDR	Live
76489412	2794464	Marva Maid	TSDR	Live
76543680	2859860	Maola	TSDR	Live
74055097	1640646	Maola	TSDR	Live