

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473435

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Byrne Dairy Inc.		05/10/2018	Corporation: NEW YORK
Ultra Dairy, LLC		05/10/2018	Limited Liability Company: NEW YORK
C'Ville Cafe, Inc.		05/10/2018	Corporation: NEW YORK
C'Ville Cheese, Inc.		05/10/2018	Corporation: NEW YORK
C'Ville Yoghurt, Inc.		05/10/2018	Corporation: NEW YORK
C'Ville, LLC		05/10/2018	Limited Liability Company: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Manufacturers and Traders Trust Company
<b>Street Address:</b>	One M&T Plaza
<b>City:</b>	Buffalo
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14203
<b>Entity Type:</b>	Corporation: NEW YORK

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5067199	BYRNE DAIRY
Registration Number:	5011500	
Registration Number:	4992254	BYRNE HOLLOW FARM
Registration Number:	5207716	COOKIEWICH
Registration Number:	5105134	BROWNIEWICH
Registration Number:	5301375	IRISH MINT MILK
Registration Number:	5363375	BYRNE HOLLOW FARM
Registration Number:	5363376	
Registration Number:	5207253	BYRNE DAIRY & DELI
Serial Number:	87304092	DAMIA

## CORRESPONDENCE DATA

TRADEMARK

**Fax Number:** 3155654600

***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:** 3155654500

**Email:** ip@hancocklaw.com

**Correspondent Name:** R. John Clark

**Address Line 1:** 100 Madison Street

**Address Line 2:** 1500 AXA Tower I

**Address Line 4:** Syracuse, NEW YORK 13202

<b>NAME OF SUBMITTER:</b>	R. John Clark
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<b>SIGNATURE:</b>	/r. john clark/
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<b>DATE SIGNED:</b>	05/10/2018
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**Total Attachments: 8**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("IP Security Agreement"), dated as of May 10, 2018, is made by **BYRNE DAIRY INC.**, a New York corporation, **ULTRA DAIRY, LLC**, a New York limited liability company, **C'VILLE CAFÉ, INC.**, a New York corporation, **C'VILLE CHEESE, INC.**, a New York corporation, **C'VILLE YOGHURT, INC.**, a New York corporation and **C'VILLE, LLC**, a New York limited liability company (each a "Grantor", and collectively and jointly and severally, the "Grantors") in favor of **MANUFACTURERS AND TRADERS TRUST COMPANY** (the "Administrative Agent"), a New York banking corporation, as administrative agent for the Lenders under the Credit Agreement referred to below (the "Secured Parties").

**Background**

**WHEREAS**, the Administrative Agent, the Grantors and the Lenders (as defined in the Credit Agreement) entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed to extend credit to the Borrower on the terms and conditions described therein; and

**WHEREAS**, as a condition precedent to the extension of such credit by the Lenders under the Credit Agreement, the Grantors have executed and delivered to the Administrative Agent that certain General Security Agreement dated the date hereof (the "Security Agreement"); and

**WHEREAS**, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security**. Each Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the "IP Collateral"):
  - (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");
  - (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");
  - (c) the copyright registrations and applications, and the copyright registrations and applications exclusively licensed to such Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.


5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[Signature Page Follows]*

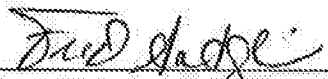
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BYRNE DAIRY INC.**

By:   
Fred Sadeghi, President

Address for Notices:  
2394 U.S. Route 11  
LaFayette, New York 13084

**C'VILLE CHEESE, INC.**

By:   
Fred Sadeghi, President

Address for Notices:  
2394 U.S. Route 11  
LaFayette, New York 13084

**ULTRA DAIRY, LLC**

**BY: BYRNE DAIRY INC., as Sole Manager**

By:   
Fred Sadeghi, President

Address for Notices:  
2394 U.S. Route 11  
LaFayette, New York 13084

**C'VILLE YOGHURT, INC.**

By:   
Fred Sadeghi, President

Address for Notices:  
2394 U.S. Route 11  
LaFayette, New York 13084

**C'VILLE CAFÉ, INC.**

By:   
Fred Sadeghi, President

Address for Notices:  
2394 U.S. Route 11  
LaFayette, New York 13084

**C'VILLE, LLC**

**BY: C'VILLE MANAGEMENT, LLC,  
Manager**


By:   
Carl V. Byrne, Sole Manager

Address for Notices:  
2394 U.S. Route 11  
LaFayette, New York 13084

STATE OF NEW YORK )  
 : SS.  
COUNTY OF ONONDAGA )

On the 9<sup>th</sup> day of May, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Fred Sadeghi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


JAMES A. GOSIER  
Notary Public, State of New York  
No. 4032765  
Qualified in Onondaga County  
Commission Expires March 23, 20 19

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 : SS.  
COUNTY OF ONONDAGA )

On the 9<sup>th</sup> day of May, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl V. Byrne, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JAMES A. GOSIER  
Notary Public, State of New York  
No. 4032765  
Qualified in Onondaga County  
Commission Expires March 23, 20 19

  
\_\_\_\_\_  
Notary Public

AGREED TO AND ACCEPTED:

MANUFACTURES AND TRADERS  
TRUST COMPANY, as Administrative  
Agent

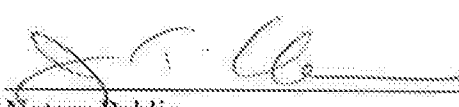
By: 

Timothy P. McDevitt, Vice President

Address for Notices:  
101 South Salina Street  
Syracuse, New York 13202

STATE OF NEW YORK     )  
  : SS.  
COUNTY OF ONONDAGA    )

On the 9<sup>th</sup> day of May, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy P. McDevitt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

JOSEPH T. MANCUSO  
Notary Public, State of New York  
Qual. in Onon. Co., No. 02MA6004179  
My Commission Expires Mar. 16, 2022

**SCHEDULE 1**

**PATENTS**

**Patents**

None.

**Patent Applications**

None.



**SCHEDULE 2**

**TRADEMARKS**

**Trademark Registrations (All Owned by Byrne Dairy Inc.)**

<b>Mark</b>	<b>Agency</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Byrne Dairy (Standard Character) TM + SM	USPTO	86796117	5,067,199	10/25/16
Byrne Dairy – Cow, Barn, Sun (Stylized Design) TM + SM	USPTO	86797485	5,011,500	8/20/16
Byrne Hollow Farm (Stylized Logo) TM +SM	USPTO	86797703	4,992,254	7/5/16
Cookiewich (Standard Character)	USPTO	87026153	5,207,716	5/23/17
Browniewich (Standard Character)	USPTO	87073836	5,105,134	12/20/16
Damia (Standard Character) ITU	USPTO	87304092	Pending	Pending
Irish Mint Milk (Standard Character) TM	USPTO	87373376	5,301,375	10/3/17
Byrne Hollow Farm (Standard Character) TM+SM	USPTO	87405016	5,363,375	12/26/17
Byrne Hollow Farm (Stylized Design) TM	USPTO	87405057	5,363,376	12/26/17
Byrne Dairy & Deli (Standard Character) SM	USPTO	86797553	5,207,253	5/23/17

**Trademark Applications**

None.

**SCHEDULE 3**

**COPYRIGHTS**

**Copyright Registrations**

None.

**Copyright Applications**

None.

**Exclusively Licensed Copyright Registrations**

None.

**Exclusively Licensed Copyright Applications**

None.