

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM488210

|                                   |  |  |                                       |
|-----------------------------------|--|--|---------------------------------------|
| <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>                    |
| California Dairies, Inc.          |  | 08/31/2018                               | Corporation: CALIFORNIA               |
| Challenge Dairy Products, Inc.    |  | 08/31/2018                               | Corporation: CALIFORNIA               |
| Sunrise Labs, LLC                 |  | 08/31/2018                               | Limited Liability Company: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>       |  |  |                                       |
| <b>Name:</b>                      | CoBank, ACB. as Administrative Agent                 |  |                                       |
| <b>Street Address:</b>            | 6340 S. Fiddlers Green Circle                        |  |                                       |
| <b>City:</b>                      | Greenwood Village                                    |  |                                       |
| <b>State/Country:</b>             | COLORADO   |  |                                       |
| <b>Postal Code:</b>               | 80111  |  |                                       |
| <b>Entity Type:</b>               | a federally chartered instrumentality: UNITED STATES |  |                                       |
| <b>PROPERTY NUMBERS Total: 14</b> |  |  |                                       |
| <b>Property Type</b>              | <b>Number</b>  | <b>Word Mark</b>                         |                                       |
| <b>Registration Number:</b>       | 4880184  | CALIFORNIA DAIRIES                       |                                       |
| <b>Registration Number:</b>       | 4769583  | CALIFORNIA DAIRIES                       |                                       |
| <b>Registration Number:</b>       | 4829622  | FARMBEST                                 |                                       |
| <b>Registration Number:</b>       | 4380297  | CHALLENGE CHALLENGE DAIRY PRODUCTS, INC. |                                       |
| <b>Registration Number:</b>       | 1725979  | CHALLENGE                                |                                       |
| <b>Registration Number:</b>       | 1705215  | CHALLENGE BUTTER                         |                                       |
| <b>Registration Number:</b>       | 1722206  | CHALLENGE                                |                                       |
| <b>Registration Number:</b>       | 1486288  | CHALLENGE                                |                                       |
| <b>Registration Number:</b>       | 2579502  | CALIFORNIA DAIRIES                       |                                       |
| <b>Registration Number:</b>       | 1519997  | DANISH CREAMERY BUTTER                   |                                       |
| <b>Registration Number:</b>       | 5531170  | SUNRISE LABORATORIES LLC                 |                                       |
| <b>Serial Number:</b>             | 87977731   | CHALLENGE                                |                                       |
| <b>Serial Number:</b>             | 87924050   | DANISH CREAMERY                          |                                       |
| <b>Serial Number:</b>             | 87924028   | DANISH CREAMERY                          |                                       |
| <b>CORRESPONDENCE DATA</b>        |  |  |                                       |
| <b>Fax Number:</b>                | 6127661600   |  |                                       |

OP \$365.00 4880184

***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:** 612-766-6911  
**Email:** susan.carlson@faegrebd.com  
**Correspondent Name:** Susan Carlson, Faegre Baker Daniels LLP  
**Address Line 1:** 90 S 7th St Ste 2200  
**Address Line 4:** Minneapolis, MINNESOTA 55402

|                           |                   |
|---------------------------|-------------------|
| <b>NAME OF SUBMITTER:</b> | Susan Carlson     |
| <b>SIGNATURE:</b>         | /e/ Susan Carlson |
| <b>DATE SIGNED:</b>       | 08/31/2018        |

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “**Agreement**”) is entered into as of August 31, 2018 by California Dairies, Inc., a California corporation (the “**Borrower**”), Challenge Dairy Products, Inc., a California corporation (“**Challenge Dairy**”), and Sunrise Labs, LLC, a California limited liability company (“**Sunrise Labs**”; together with Challenge Dairy, the “**Guarantors**”; the Guarantors, together with the Borrower, the “**Grantors**”), for the benefit of CoBank, ACB, a federally chartered instrumentality of the United States, in its capacity as administrative agent for the Lenders under the Credit Agreement described below (in such capacity, the “**Agent**”).

The Borrower, the Lenders and the Agent are parties to a Credit Agreement dated September 29, 2009, as amended and restated pursuant to an Amended and Restated Credit Agreement dated as of April 18, 2014 (as so amended and as otherwise amended, restated, supplemented or otherwise modified from time to time, the “**Existing Credit Agreement**”), which Existing Credit Agreement sets forth the terms on which the Lenders (as defined in the Existing Credit Agreement) have extended certain credit facilities to the Borrower.

**WHEREAS**, pursuant to a Credit Agreement of even date herewith (the “**Credit Agreement**”), the Borrower, the Lenders and the Agent have amended and restated the Existing Credit Agreement in its entirety and have renewed (without novating) the indebtedness arising under the Existing Credit Agreement;

**WHEREAS**, to secure the obligations under the Existing Credit Agreement, the following documents were previously executed and delivered to the Agent (each, a “**Collateral Document**”):

- (a) a Security Agreement by each Grantor (the “**Security Agreement**”), granting the Secured Party a security interest in substantially all of such Grantor’s assets;
- (b) a Pledge Agreement by each Grantor, granting the Secured Party a security interest in the capital stock owned by such Grantor;
- (c) a Guaranty by the Guarantors, under which each Guarantor guarantees all of the Guaranteed Obligations (as defined therein), including all obligations of the Borrower under the Existing Credit Agreement; and
- (d) a Trademark Security Agreement by the Borrower, granting the Secured Party a security interest in the trademark and trademark related property of the Borrower.

**WHEREAS**, as a condition to entering into the Credit Agreement, the Agent and the Lenders have required that the Grantors execute and deliver a Reaffirmation Agreement of even date herewith, to confirm its continuing obligations under the Collateral Documents and their application to the Obligations;

**NOW, THEREFORE**, for due and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

The Borrower and the Agent are parties to the Credit Agreement, setting forth the terms on which the Agent and the Lenders agree to certain amendments to the Existing Credit Agreement.

As a condition to extending credit under the Credit Agreement to or for the account of the Borrower, the Agent has required the execution and delivery of this Agreement by the Grantors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Collateral Documents and herein, the parties hereby agree as follows:

1. **Definitions.** Terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings given them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

**“Trademarks”** means all of a Grantor’s right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on *Exhibit A* attached hereto, (b) all renewals thereof, (c) 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, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of such Grantor’s business symbolized by the foregoing or connected therewith, and (f) all of such Grantor’s rights corresponding thereto throughout the world; provided, however, that “Trademarks” shall not include trademark applications filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application.

2. **Security Interest.** In order to secure payment of all Secured Obligations (as defined in the Security Agreement), the Grantors hereby confirm and acknowledge that they have granted and created (and, to the extent not previously granted under the Security Agreement or the other Collateral Documents, do hereby irrevocably grant and create) on the terms set forth in and subject to the Security Agreement a security interest, with power of sale to the extent permitted by law, in the Trademarks to the Agent. This security interest is in any and all rights of the Grantors that may exist or hereafter arise under any trademark law now or hereinafter in effect in the United States of America or in any other country.

3. **General Rights and Obligations.** Except as expressly set forth herein, the rights and obligations of the Grantors and the Agent with respect to the Trademarks shall in all respects be governed by the Security Agreement and the other Loan Documents, the terms of which are incorporated as fully as if set forth at length herein.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

*Signature Page Follows.*


IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

**CALIFORNIA DAIRIES, INC.**

By: V. S. Kramer  
Name: Van Kramer  
Its: Chief Financial Officer

Address:  
California Dairies, Inc.  
2000 N. Plaza Drive  
Visalia, CA 93291  
(559) 625-2200

**CHALLENGE DAIRY PRODUCTS, INC.**

By:   
Name: Steve Scheenstra  
Its: Secretary-Treasurer

Address:  
Challenge Dairy Products, Inc.  
11875 Dublin Blvd., Ste. B320  
Dublin, CA 94568  
(800) 733-2479

**SUNRISE LABS, LLC**

By: California Dairies, Inc., its sole member

By: 

Name: Andrei Mikhalevsky

Its: President and Chief Executive Officer

Address:

Sunrise Labs, LLC

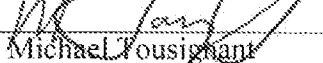
c/o California Dairies, Inc.

2000 N. Plaza Drive

Visalia, CA 93291

(559) 625-2200

COBANK, ACB, as Administrative Agent

By:   
Name: Michael Fousignant  
Its: Vice President

Address:  
CoBank , ACB  
6340 S. Fiddlers Green Circle  
Greenwood Village, CO 80111  
Attn: Credit Information Services  
Fax: (303) 224-6101  
Email: CIServices@cobank.com

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006427 FRAME: 0380**



**EXHIBIT A****TRADEMARKS****Domestic Trademark Registrations**

| <b>Mark</b>                                     | <b>Application No.</b> | <b>Application Date</b> | <b>Registration No.</b> | <b>Registration Date</b> | <b>Current Owner</b>           |
|---|------------------------|-------------------------|-------------------------|--------------------------|--------------------------------|
| <b>CALIFORNIA DAIRIES</b>                       | 86608477               | 4/24/2015               | 4880184                 | 1/5/2016                 | California Dairies, Inc.       |
| <b>CALIFORNIA DAIRIES</b>                       | 86135404               | 12/4/2013               | 4769583                 | 7/7/2015                 | California Dairies, Inc.       |
| <b>FARMBEST</b>                                 | 85802505               | 12/13/2012              | 4829622                 | 10/13/2015               | Challenge Dairy Products, Inc. |
| <b>CHALLENGE CHALLENGE DAIRY PRODUCTS, INC.</b> | 85819440               | 1/9/2013                | 4380297                 | 8/6/2013                 | Challenge Dairy Products, Inc. |
| <b>CHALLENGE</b>                                | 74187156               | 7/22/1991               | 1725979                 | 10/20/1992               | Challenge Dairy Products, Inc. |
| <b>CHALLENGE BUTTER</b>                         | 74187155               | 7/22/1991               | 1705215                 | 8/4/1992                 | Challenge Dairy Products, Inc. |
| <b>CHALLENGE (Typed Drawing)</b>                | 74187158               | 7/22/1991               | 1722206                 | 10/6/1992                | Challenge Dairy Products, Inc. |
| <b>CHALLENGE</b>                                | 73682730               | 9/4/1987                | 1486288                 | 4/26/1988                | Challenge Dairy Products, Inc. |
| <b>CALIFORNIA DAIRIES</b>                       | 75833854               | 10/28/1999              | 2579502                 | 6/11/2002                | California Dairies, Inc.       |
| <b>DANISH CREAMERY BUTTER</b>                   | 73716774               | 3/14/1988               | 1519997                 | 1/10/1989                | Challenge Dairy Products, Inc. |
| <b>SUNRISE LABORATORIES LLC</b>                 | 87359790               | 3/6/2017                | 5531170                 | 7/31/2018                | Sunrise Labs, LLC              |

**Domestic Trademark Applications**

| <b>Mark</b>            | <b>Application No.</b> | <b>Application Date</b> | <b>Registration No.</b> | <b>Registration Date</b> | <b>Applicant</b>               |
|------------------------|------------------------|-------------------------|-------------------------|--------------------------|--------------------------------|
| <b>CHALLENGE</b>       | 87977731               | 2/15/2017               |                         |                          | Challenge Dairy Products, Inc. |
| <b>DANISH CREAMERY</b> | 87924050               | 5/16/2018               |                         |                          | Challenge Dairy Products, Inc. |
| <b>DANISH CREAMERY</b> | 87924028               | 5/16/2018               |                         |                          | Challenge Dairy Products, Inc. |

**Foreign Trademark Registrations**

| Mark        | Application No. | Application Date | Registration No. | Registration Date | Current Owner/Applicant |
|-------------|-----------------|------------------|------------------|-------------------|-------------------------|
| <i>NONE</i> |                 |                  |                  |                   |                         |

**Foreign Trademark Applications**

| Mark        | Application No. | Application Date | Registration No. | Registration Date | Current Owner/Applicant |
|-------------|-----------------|------------------|------------------|-------------------|-------------------------|
| <i>NONE</i> |                 |                  |                  |                   |                         |