

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491609

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Energy Booster Newco, LLC		09/24/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch
<b>Street Address:</b>	Eleven Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: SWITZERLAND

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	73651656	ENERGY BOOSTER 100
Serial Number:	86205110	ENERGY BOOSTER HP
Serial Number:	86205126	ENERGY BOOSTER SELECT
Serial Number:	86205140	ENERGY BOOSTER MAG
Serial Number:	86480373	ENERGY BOOSTER K
Serial Number:	87556200	EB-MET
Serial Number:	88056574	EB-LYS
Serial Number:	88056578	EB-CHOL
Serial Number:	88056580	EB-LYS
Serial Number:	88056582	EB-CHOL
Serial Number:	88056584	ENERGY BOOSTER MERGE HM
Serial Number:	88056585	ENERGY BOOSTER MERGE
Serial Number:	88073835	EB-MET

## CORRESPONDENCE DATA

Fax Number:

*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.*

OP \$340.00 73651656

**Email:** mengel@winthrop.com  
**Correspondent Name:** Winthrop & Weinstine P.A.  
**Address Line 1:** 225 South Sixth Street, Suite 3500  
**Address Line 4:** Minneapolis, MINNESOTA 55402

**ATTORNEY DOCKET NUMBER:** Ask Martha Engel

**NAME OF SUBMITTER:** Martha J. Engel

**SIGNATURE:** /Martha J. Engel/

**DATE SIGNED:** 09/27/2018

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

### (Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of September 24, 2018, between ENERGY BOOSTER NEWCO, LLC, a Delaware limited liability company (the “Grantor”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, MILK SPECIALTIES COMPANY (the “Borrower”), MSG NUTRITIONAL INGREDIENTS HOLDING CORPORATION (“Holdings”), certain Affiliates of Borrower party thereto from time to time, including the Grantor, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of August 16, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) a Security Agreement, dated as of August 16, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the Grantor, the other grantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

K. each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

L. each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in

Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

M. all rights to sue or otherwise recover for any past, present and future infringement, or other violation or impairment thereof;

N. all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing;

O. all other rights, priorities and privileges accruing thereunder or pertaining thereto in the United States;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets (which Excluded Assets include, for the avoidance of doubt, any "intent-to-use" Trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application, or any registration issuing therefrom, under applicable federal law).

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

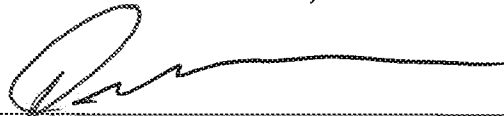
This Trademark Security Agreement has been executed, delivered and accepted in, and shall be deemed to have been made in, New York and shall be governed by and construed and enforced in accordance with the Laws of the State of New York. The provisions of Section 12.03 of the Credit Agreement are incorporated herein, mutatis mutandis.

[Signature Pages Follow]

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

ENERGY BOOSTER NEWCO, LLC

By:

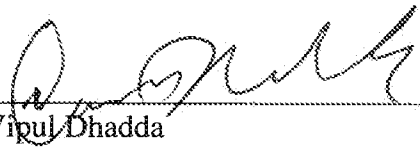


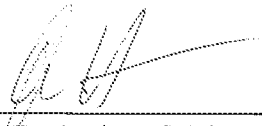
Name: David Lenzmeier

Title: Chief Executive Officer

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Collateral Agent

By:   
Name: Vipul Dhadha  
Title: Authorized Signatory

By:   
Name: D. Andrew Maletta  
Title: Authorized Signatory

**Schedule 1  
to Trademark Security Agreement**

**ENERGY BOOSTER NEWCO, LLC**

**TRADEMARKS**

<b>Mark</b>	<b>Filing Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Status</b>
ENERGY BOOSTER 100	3/27/1987	73/651,656	4/12/1988	1484492	Registered
ENERGY BOOSTER HP	2/26/2014	86/205,110	9/9/2014	4603512	Registered
ENERGY BOOSTER K	12/15/2014	86/480,373	12/8/2015	4868578	Registered
ENERGY BOOSTER MAG	2/26/2014	86/205,140	11/25/2014	4646873	Registered
ENERGY BOOSTER SELECT	2/26/2014	86/205,126	11/25/2014	4644103	Registered