

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM534283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rothenbuhler Cheesemakers, Inc.		07/24/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	First National Bank of Pennsylvania		
Street Address:	1 North Shore Center		
Internal Address:	12 Federal Street, Suite 505		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	2851301	JUNGFRAU	
Registration Number:	2845490	AARAFALLS	
Registration Number:	1266457	MIDDLEFIELD	
Registration Number:	2298018		
Registration Number:	3011998	MIDDLEFIELD CHEESE	
Registration Number:	4437525	URSARIO	
Registration Number:	4445037	URSARIO NATURAL SWISS-STYLE CHEESE ROBUS	
Registration Number:	4573410	CHICA MIA	
Registration Number:	4853502	AARAFALLS PROVERBS 4:23	
Registration Number:	4748994	CHICA MIA	
Registration Number:	4805716	ROTHENBÜHLER	
Registration Number:	4875893		
Registration Number:	4805742	ROTHENBÜHLER	
Registration Number:	4875894	ROTHENBÜHLER	
Registration Number:	5125264	JUNGFRAU BABY EYE SWISS	
Registration Number:	5079149	URSARIO SWISS CHEESE ROBUST FLAVOR	
Registration Number:	5125265	CHICA MIA MEXICAN STYLE CHEESE	
Registration Number:	5219145	LACEY SWISS	
TRADEMARK			

CH \$690.00 2851301

Property Type	Number	Word Mark
Registration Number:	5177214	R + R RESERVE AGED SWISS CHEESE
Registration Number:	5079148	ONLY THE BEST. ALL THE TIME.
Registration Number:	5266569	MIDDLEFIELD CHEESE SWISS CHEESE NATURAL
Registration Number:	5287309	HOT CHICA MIA SPICY MEXICAN STYLE CHEES
Registration Number:	5287311	SPICY LACEY NATURAL LACEY SWISS WITH JAL
Registration Number:	5429882	AARAFALLS BABY SWISS
Registration Number:	5613092	ROTHENBUHLER CHEESEMAKERS URSARIO SWISSC
Registration Number:	5552145	BOVIE COW
Registration Number:	5473845	MIDDLEFIELD CHEESE SWISS CHEESE

CORRESPONDENCE DATA

Fax Number: 2025339099

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: 202-467-8800

Email: behogue@vorys.com

Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP

Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS

Address Line 2: ATTN: LAURA T. GEYER

Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	72640-3
NAME OF SUBMITTER:	Bernice Hogue
SIGNATURE:	/bernice hogue/
DATE SIGNED:	07/30/2019

Total Attachments: 17

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, this “Agreement”), dated as of July 24, 2019 (the “Effective Date”), is entered into by and between ROTHENBUHLER CHEESEMAKERS, INC., an Ohio corporation (“Debtor”), whose principal place of business and mailing address is 15815 Nauvoo Road, Middlefield, Ohio 44062 and FIRST NATIONAL BANK OF PENNSYLVANIA, a national banking association (“Secured Party”). Debtor hereby grants to Secured Party a continuing security interest in and to, and a Lien on, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the “Obligations”, as that term is defined in the Credit and Security Agreement, dated as of the Effective Date, by and among Debtor, Rothenbuhler Cheesemakers, Inc., an Ohio corporation (“Cheesemakers”), Rothenbuhler Whey Ingredients, Inc., an Ohio corporation (“Whey Ingredients”), Rothenbuhler West LLC, an Ohio limited liability company (“West”), Rothenbuhler Farms LLC, an Ohio limited liability company (“Farms”), Middlefield Cheese LLC, an Ohio limited liability company (“Middlefield” and, together with Debtor, Cheesemakers, Whey Ingredients, West and Farms, collectively, “Borrowers” and each, a “Borrower”), Rothenbuhler Holding Company, an Ohio corporation (“Holding”), and Secured Party, as amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the “Credit and Security Agreement”).

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (collectively, the “Trademark Collateral”) comprises collectively: (a) all of Debtor’s right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, subject to the terms and conditions herein, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a “Trademark,” and collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark registrations and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses By Debtor (as defined in Section 4) (Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”); (g) together in each case with the goodwill of Debtor’s business connected with the use of, and symbolized by, any of the foregoing in this definition of Trademark Collateral; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing in this definition of Trademark Collateral. Notwithstanding anything to the contrary in this Agreement:

(i) nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any “intent-to-use” trademark applications filed by, or on behalf of, Debtor (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of a Intent to Use Application pursuant to 15 U.S.C. Section

1060(a) (or any successor provision), such Intent to Use Application shall be Trademark Collateral hereunder; and

(ii) the Trademark Collateral shall not include any license or any contractual agreement (each, an “Excluded Trademark Agreement”) entered into by Debtor (A) that prohibits or requires the consent of any Person other than Debtor and its Affiliates as a condition to the creation by Debtor of a Lien on any right, title or interest in such license or contractual agreement or (B) to the extent that any law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (A) and (B), to the extent such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective pursuant to Sections 9-405, 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) or any other applicable law or principles of equity (the “General Restriction Exclusions”); provided, that:

(1) immediately and automatically upon the ineffectiveness, inapplicability, lapse or termination of any such restriction described in clause (ii) above (each, a “Restriction” and collectively, the “Restrictions”), Trademark Collateral shall include, and Debtor shall be automatically deemed to have granted a security interest in and Lien on, all such assets, rights, property and interests, as the case may be, as if such provision had never been in effect;

(2) the Restrictions shall in no way limit, impair, or otherwise adversely affect, or be deemed, construed or interpreted to limit, impair or otherwise adversely affect, any of Secured Party’s continuing Liens upon any rights or interests of Debtor in or to: (x) monies due or to become due under or in connection with any Excluded Trademark Agreement or (y) any proceeds from the sale, license, lease, or other dispositions of any Excluded Trademark Agreement; and

(3) notwithstanding anything to the contrary herein, the Trademark Collateral shall, to the extent any Restrictions do not by their respective terms apply expressly thereto, include (x) all rights and interests incident or appurtenant to any Excluded Trademark Agreement, (y) any substitutions or replacements of any Excluded Trademark Agreement and (z) the right to receive all proceeds and products derived from or in connection with any Excluded Trademark Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit and Security Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, the “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The “Code” means the Uniform Commercial Code, as adopted in the State of Ohio, as amended or superseded from time to time.

4. LICENSES: Except for non-exclusive licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License By Debtor”) included in the Trademark Collateral without the prior written consent of Secured Party (such consent not to be unreasonably withheld or delayed), and each such Trademark License By Debtor so granted shall be subject to the terms and conditions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce Secured Party to continue to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents and warrants to Secured Party that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit and Security

Agreement is required to be, or is deemed to be, remade pursuant thereto, true in all material respects, except that in the case of a representation and warranty which is given as of specified earlier date or for a specified earlier period, such representation and warranty shall be true in all material respects as of such earlier date or for such earlier period:

(a) Except for the security interest hereby granted, granted by the Security Agreement (as defined below) or as may be set forth on Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner or licensee of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

(b) As of the Effective Date, set forth on Schedule I is a complete and accurate list of all United States federally registered Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country) and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, (i) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each application for any Trademark is valid, registered or registrable and enforceable and (ii) there have been no prior uses of any item of the Trademark Collateral which would reasonably be expected to lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) As of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4;

(e) Reasonable and proper statutory notice has been used in all respects in connection with the use of each registered trademark and service mark;

(f) Except as may be set forth on Schedule I, as of the date of this Agreement, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights, and no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights;

(g) Except for the filing of financing statements (or similar filings) and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Body is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder; and

(h) Except as set forth on Schedule I, there are no Restrictions which are not terminated or rendered unenforceable or otherwise deemed ineffective by the General Restriction Exclusions affecting Debtor or any of the Trademark Collateral as of the Effective Date.

6. DEBTOR'S RESPONSIBILITIES: Until the Termination of this Agreement in accordance with Section 9(i) of this Agreement:

(a) Debtor will furnish to Secured Party upon Secured Party's reasonable request a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may request, all in commercially reasonable detail, and execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall reasonably require for the purpose of confirming and perfecting Secured Party's security interest in and Lien on any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any Trademark License Rights or Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country), which is not now identified in Schedule I, (i) Debtor will give written notice to Secured Party within 10 Business Days after the date on which Debtor obtained any such Trademark License Rights or Trademarks and applications for Trademarks, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Excluded Trademark Agreements and Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Excluded Trademark Agreements and Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings or the foreign equivalents thereof. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless (A) Debtor has determined in its reasonable discretion that it is in Debtor's best interest to abandon such pending application, registration or Trademark, (B) no Event of Default has occurred and is continuing or would result from such abandonment, and (C) no material default would occur under, or with respect to, any of the Trademark License Rights as a result of, or in connection with, such abandonment;

(d) Debtor will notify Secured Party promptly in writing (i) of any information which Debtor has received or is otherwise known to Debtor, which would reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto; (ii) subject to Section 6(c)(ii) above, when any item of the Trademark Collateral may become abandoned or dedicated; (iii) of any adverse written determination by a court or other Governmental Body (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (iv) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights, unless Debtor has determined in its reasonable discretion that it is in Debtor's best interest to abandon such item and no Event of Default has occurred and is continuing or would result from any such default;

(e) Debtor will promptly notify Secured Party if any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly take such commercially reasonable actions under the circumstances to protect the Trademark Collateral, including to sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit and Security Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or any Permitted Liens otherwise expressly permitted by the Credit and Security Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business, except where the failure to do so would not reasonably be expected to materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark; and

(h) Debtor will pay all reasonable expenses, including reasonable attorneys' fees and expenses of Secured Party incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that such expenses and fees, in each instance, shall constitute part of the Obligations and be secured by the Trademark Collateral and all other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby makes, constitutes, and appoints Secured Party (with full power of substitution) its true and lawful attorney in fact: (a) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Secured Party's reasonable written request therefor, and/or file financing statements (or similar filings) reflecting Secured Party's security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable Governmental Body), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the maintenance, protection, and collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Body) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtor, resort to the rights and remedies available at law, in equity and under this Agreement and the other Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Body) of

the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be reasonably designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses By Debtor or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale after Payment in Full of the Obligations, only when they are actually received by Secured Party. Any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Secured Party or its designee Debtor's customer lists and other records relating to such Trademark Collateral. Further, if an Event of Default occurs and is continuing, then Secured Party may, at Secured Party's option and without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, permitted assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to conflicts of law principles) except to the extent of the application of other laws of mandatory application.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements (or similar filings) and amendments thereto that: (i) indicate the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement (or similar filing) or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements (or similar filings), continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, upon the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements, amendments and other modifications thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the Credit and Security Agreement or Secured Party's rights or remedies respecting the "Collateral" (as defined in the Credit and Security Agreement). Without limiting the generality of the foregoing, (a) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party, (b) all of the covenants, representations, warranties, terms and provisions of the Security Agreement are hereby incorporated into this Agreement and made applicable to all of the Trademark Collateral as if fully rewritten herein, and (c) the Trademark Collateral will be "Collateral" as defined in, and for all purposes of, the Security Agreement.

(g) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's good faith judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(i) This Agreement will terminate ("Termination") upon the Payment in Full of the Obligations and the termination of the Credit and Security Agreement. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party shall promptly execute and deliver to Debtor proper documentation acknowledging such release at the expense of and reasonably acceptable to Debtor and authorizing Debtor to terminate all filings made by Secured Party with respect to this Agreement with the United States Patent and Trademark Office, and shall duly assign and deliver to Debtor such of the Trademark Collateral as has been released and is in the possession of Secured Party, pursuant to one or more instruments of re-conveyance prepared by Secured Party, and shall deliver UCC termination statements with respect to its Liens on the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

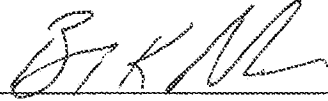
DEBTOR:

ROTHENBUHLER CHEESEMAKERS, INC.

By: 
John Rothenbuhler, Chief Executive Officer

SECURED PARTY:

FIRST NATIONAL BANK OF PENNSYLVANIA

By: 
Barry Sullivan, Senior Vice President

SCHEDULE I

See attached.

SCHEDULE I

TRADEMARKS AND LICENSES

U.S. Federally-Registered Trademarks

Country	Owner	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
US	Rothenbuhler Cheesemakers, Inc.	JUNGFRAU	Registered	76/294,937	8/3/2001	2,851,301	6/8/2004
US	Rothenbuhler Cheesemakers, Inc.	AARAFALLS	Registered	76/294,936	8/3/2001	2,845,490	5/25/2004
US	Rothenbuhler Cheesemakers, Inc.	MIDDLEFIELD	Registered	73/341,635	12/14/1981	1,266,457	2/7/1984
US	Rothenbuhler Cheesemakers, Inc.	DESIGN (HORSE & BUGGY WITH CROSS)	Registered	75561436	9/29/1998	2298018	12/7/1999
US	Rothenbuhler Cheesemakers, Inc.	MIDDLEFIELD CHEESE (AND DESIGN)	Registered	78/261,532	6/12/2003	3,011,998	11/1/2005
US	Rothenbuhler Cheesemakers, Inc.	URSARIO	Registered	85/785,294	11/21/2012	4,437,525	11/19/2013
US	Rothenbuhler Cheesemakers, Inc.	URSARIO NATURAL SWISS CHEESE Logo	Registered	85785314	11/21/2012	4445037	12/3/2013
US	Rothenbuhler Cheesemakers, Inc.	CHICA MIA	Registered	85/923,034	5/3/2013	4,573,410	7/22/2014
US	Rothenbuhler Cheesemakers, Inc.	AARAFALLS Logo	Registered	86/052,330	8/30/2013	4,853,502	11/17/2015
US	Rothenbuhler Cheesemakers, Inc.	CHICA MIA Logo	Registered	86/185,226	2/5/2014	4,748,994	6/2/2015
US	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER	Registered	86/498,124	1/8/2015	4,805,716	9/1/2015
US	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER MOUNTAIN DESIGN	Registered	86/535,835	2/16/2015	4,875,893	12/22/2015
US	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER LOGO	Registered	86/535,841	2/16/2015	4,805,742	9/1/2015
US	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER LOGO WITH MOUNTAIN DESIGN	Registered	86/535,844	2/16/2015	4,875,894	12/22/2015

US	Rothenbuhler Cheesemakers, Inc.	JUNGRAU BABY EYE SWISS MOUNTAIN LABEL	Registered	86/717,840	8/7/2015	5,125,264	1/17/2017
US	Rothenbuhler Cheesemakers, Inc.	URSARIO SWISS CHEESE ROBUST FLAVOR (Stylized)	Registered	86/717,828	8/7/2015	5,079,149	11/8/2016
US	Rothenbuhler Cheesemakers, Inc.	CHICA MIA MEXICAN STYLE CHEESE SALSA DANCER LABEL	Registered	86/717,850	8/7/2015	5,125,265	1/17/2017
US	Rothenbuhler Cheesemakers, Inc.	LACEY SWISS GEAR LABEL	Registered	86/717,862	8/7/2015	5,219,145	6/6/2017
US	Rothenbuhler Cheesemakers, Inc.	RESERVE AGED SWISS CHEESE (Stylized)	Registered	86/717,871	8/7/2015	5,177,214	4/4/2017
US	Rothenbuhler Cheesemakers, Inc.	ONLY THE BEST. ALL THE TIME.	Registered	86/717,808	8/7/2015	5,079,148	11/8/2016
US	Rothenbuhler Cheesemakers, Inc.	MIDDLEFIELD CHEESE SWISS CHEESE and Design	Registered	86/745049	9/2/2015	5266569	8/15/2017
US	Rothenbuhler Cheesemakers, Inc.	HOT CHICA MIA	Registered	87/048,124	5/24/2016	5,287,309	9/12/2017
US	Rothenbuhler Cheesemakers, Inc.	SPICY LACEY NATURAL LACEY SWISS WITH JALAPENO PEPPERS ROTHENBUHLER CHEESEMAKERS	Registered	87/048,339	5/24/2016	5,287,311	9/12/2017
US	Rothenbuhler Cheesemakers, Inc.	AARAFALLS BABY SWISS- BLUE DOT LOGO	Registered	87/437034	5/4/2017	5429882	3/20/2018
US	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER CHEESEMAKERS URSARIO SWISS CHEESE and Design	Registered	87/584324	8/25/2017	5613092	11/20/2018

US	Rothenbuhler Cheesemakers, Inc.	BOVIE COW and Design	Registered	87540354	7/24/2017	5552145	8/28/2018
US	Rothenbuhler Cheesemakers, Inc.	MIDDLEFIELD CHEESE SWISS CHEESE and Design	Registered	87568000	8/14/2017	5473845	5/22/2018

Common-law Trade Names and Trademarks

Trade Name/Fictitious Name	OH Registration No.	Filing Date	Effective Date	Last Renewed
MIDDLEFIELD CHEESE	RN61857	3/24/2015	3/19/2015	3/30/2016 (Doc ID 201609000930)

Trademark Licenses

None.

Restrictions

None.

International Trademarks

Country	Owner	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
AE	Rothenbuhler Cheesemakers, Inc.	URSARIO	Registered	191946	5/21/2013	191946	6/8/2017
AE	Rothenbuhler Cheesemakers, Inc.	URSARIO NATURAL SWISS CHEESE ROBUST FLAVOR	Registered	191947	5/21/2013	191947	6/8/2017
AE	Rothenbuhler Cheesemakers, Inc.	CHICA MIA	Registered	200148	10/29/2013	200148	9/25/2016
AE	Rothenbuhler Cheesemakers, Inc.	CHICA MIA Logo	Registered	215088	8/3/2014	215088	8/16/2017
CA	Rothenbuhler Cheesemakers, Inc.	URSARIO	Registered	1,609,005	1/8/2013	TMA918002	10/22/2015
CA	Rothenbuhler Cheesemakers, Inc.	URSARIO NATURAL SWISS-STYLE CHEESE Logo	Registered	1,609,008	1/8/2013	TMA909,204	7/22/2015

CA	Rothenbuhler Cheesemakers, Inc.	CHICA MIA	Registered	1,649,802	10/29/2013	TMA917,967	10/22/2015
CA	Rothenbuhler Cheesemakers, Inc.	CHICA MIA Logo	Registered	1,686,990	7/25/2014	TMA935,051	4/15/2016
CL	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER	Registered	1267424	9/20/2017	1275308	5/24/2018
CL	Rothenbuhler Cheesemakers, Inc.	AARAFALLS	Registered	1267422	9/20/2017	1275307	5/24/2018
CL	Rothenbuhler Cheesemakers, Inc.	MOUNTAIN LOGO	Registered	1267426	9/20/2017	1275005	5/17/2018
CL	Rothenbuhler Cheesemakers, Inc.	BOVIE COW and Design	Registered	1279198	2/5/2018	1277592	6/29/2018
CL	Rothenbuhler Cheesemakers, Inc.	AARAFALLS and Color Design	Registered	1295548	7/26/2018	1289992	1/18/2019
CO	Rothenbuhler Cheesemakers, Inc.	AARAFALLS BABY SWISS and Design	Registered	SD2017/0086860	11/2/2017	596330	6/20/2018
CO	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER	Registered	SD2017/0086872	11/7/2017	597087	7/3/2018
CO	Rothenbuhler Cheesemakers, Inc.	AARAFALLS	Registered	SD2017/0086866	11/7/2017	596329	6/20/2018
CO	Rothenbuhler Cheesemakers, Inc.	MOUNTAIN Design	Registered	SD2017/0086904	11/7/2017	601689	9/4/2018
CO	Rothenbuhler Cheesemakers, Inc.	BOVIE COW and Design	Registered	SD2018/0010477	2/9/2018	606689	10/30/2018
CR	Rothenbuhler Cheesemakers, Inc.	AARAFALLS	Registered	2017-011038	11/9/2017	272177	6/22/2018
CR	Rothenbuhler Cheesemakers, Inc.	AARAFALLS BABY SWISS and Design	Pending	2017-010793	11/9/2017		
CR	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER	Registered	2017-011040	11/9/2017	272178	6/22/2018
CR	Rothenbuhler Cheesemakers, Inc.	MOUNTAIN Design	Registered	2017-011037	11/9/2017	271989	6/15/2018
CR	Rothenbuhler Cheesemakers, Inc.	BOVIE COW and Design	Registered	2018-001137	2/12/2018	273496	8/23/2018
DO	Rothenbuhler Cheesemakers, Inc.	AARAFALLS BABY SWISS- BLUE DOT LOGO	Registered	2017-43673	11/17/2017	246752	1/31/2018
DO	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER	Registered	2017-43671	11/17/2017	246699	1/31/2018
DO	Rothenbuhler Cheesemakers, Inc.	AARAFALLS	Registered	2017-43672	11/17/2017	246644	1/31/2018
DO	Rothenbuhler Cheesemakers, Inc.	MOUNTAIN LOGO	Registered	2017-43670	11/17/2017	246751	1/31/2018
DO	Rothenbuhler Cheesemakers, Inc.	BOVIE COW and Design	Registered	2018-5296	2/7/2018	248719	5/2/2018

GT	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER	Registered	2017-10100	10/30/2017	235,575	8/7/2018
GT	Rothenbuhler Cheesemakers, Inc.	AARAFALLS	Registered	2017-10098	10/30/2017	235,573	8/7/2018
GT	Rothenbuhler Cheesemakers, Inc.	MOUNTAIN Design	Registered	201710099	10/30/2017	235,574	8/7/2018
GT	Rothenbuhler Cheesemakers, Inc.	BOVIE COW and Design	Registered	20181099	2/8/2018	236657	9/24/2018
MX	Hans Rothenbuhler & Son, Inc. - name change to Rothenbuhler Cheesemakers, Inc. to be recorded. Foreign associate has been instructed to start this process.	URSARIO	Registered	1340600	1/17/2013	1371103	5/29/2013
MX	Hans Rothenbuhler & Son, Inc. - name change to Rothenbuhler Cheesemakers, Inc. to be recorded. Foreign associate has been instructed to start this process.	URSARIO NATURAL SWISS-STYLE CHEESE Logo	Registered	1340602	1/17/2013	1370809	5/28/2013
MX	Hans Rothenbuhler & Son, Inc. - name change to Rothenbuhler Cheesemakers, Inc. to be recorded. Foreign associate has been instructed to start this process.	CHICA MIA	Registered	1426622	10/28/2013	1432232	2/6/2014
MX	Hans Rothenbuhler & Son, Inc. - name change to Rothenbuhler Cheesemakers, Inc. to be recorded. Foreign associate has been instructed to start this process.	CHICA MIA Logo	Registered	1510764	7/29/2014	1489709	10/21/2014
	Foreign associate has been instructed to start this process.						
MX	Rothenbuhler Cheesemakers, Inc.	AARAFALLS BABY SWISS- BLUE DOT and Design	Registered	1939928	8/30/2017	1820929	11/16/2017
MX	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER	Registered	1939931	8/30/2017	1820930	11/16/2017
MX	Rothenbuhler Cheesemakers, Inc.	AARAFALLS	Registered	1939926	8/30/2017	1820928	11/16/2017
MX	Rothenbuhler Cheesemakers, Inc.	MOUNTAIN Design	Registered	1939933	8/30/2017	1819233	11/13/2017
PA	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER	Registered	262102	11/2/2017	262102	6/28/2018
PA	Rothenbuhler Cheesemakers, Inc.	AARAFALLS	Registered	262103	11/2/2017	262103	6/28/2018
PA	Rothenbuhler Cheesemakers, Inc.	MOUNTAIN Design	Registered	262101	11/2/2017	262101	6/28/2018

PA	Rothenbuhler Cheesemakers, Inc.	BOVIE COW and Design	Registered	263937	2/6/2018	15004	9/21/2018
PA	Rothenbuhler Cheesemakers, Inc.	AARAFALLS and Design	Registered	267535	7/23/2018	3058	2/21/2019
PR	Rothenbuhler Cheesemakers, Inc.	AARAFALLS BABY SWISS-BLUE DOT LOGO	Pending	223372-29-0	11/3/2017		
PR	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER	Pending	223539-29-0	11/30/2017		
PR	Rothenbuhler Cheesemakers, Inc.	AARAFALLS	Pending	223538-29-0	11/30/2017		
PR	Rothenbuhler Cheesemakers, Inc.	MOUNTAIN LOGO	Pending	223521-29-0	11/28/2017		
PR	Rothenbuhler Cheesemakers, Inc.	BOVIE COW and Design	Pending	224079-29-0	2/5/2018		
SA	Hans Rothenbuhler & Son, Inc. - sent inquiry to FA	URSARIO	Registered	197077	5/21/2013	143409230	3/31/2014
SA	Hans Rothenbuhler & Son, Inc. - sent inquiry to FA	URSARIO NATURAL SWISS CHEESE ROBUST FLAVOR	Registered	197078	5/21/2013	143409228	12/30/2014
SA	Hans Rothenbuhler & Son, Inc. - sent inquiry to FA	CHICA MIA	Registered	1434001032	11/3/2013	1434001032	3/28/2014
SA	Hans Rothenbuhler & Son, Inc. - sent inquiry to FA	CHICA MIA Logo	Registered	1435018153	8/3/2014	1435018153	1/22/2015
SV	Rothenbuhler Cheesemakers, Inc.	AARAFALLS BABY SWISS-DOT LOGO	Registered	20170259496	11/1/2017	113 Book 336	8/27/2018
SV	Rothenbuhler Cheesemakers, Inc.	ROTHENBUHLER	Registered	20170259490	11/1/2017	95 Book 335	8/10/2018
SV	Rothenbuhler Cheesemakers, Inc.	AARAFALLS	Registered	20170259493	11/1/2017	26 Book 332	6/12/2018
SV	Rothenbuhler Cheesemakers, Inc.	MOUNTAIN Design	Registered	20170259491	11/1/2017	21 Book 341	11/12/2018
SV	Rothenbuhler Cheesemakers, Inc.	AARAFALLS BABY SWISS-BLUE DOT LOGO	Registered	20180264104	2/7/2018	111 Book 338	9/26/2018
SV	Rothenbuhler Cheesemakers, Inc.	BOVIE COW and Design	Registered	20180264103	2/7/2018	129 Book 335	8/13/2018

TRADEMARK

REEL: 006706 FRAME: 0981

RECORDED: 07/30/2019