

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548391

| | | | |
|---|---|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Winona Foods, Inc. | | 11/06/2019 | Corporation: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association | | |
| Street Address: | 500 First Avenue | | |
| Internal Address: | Commercial Loan Service Center/DCC | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4689510 | DELLA TERRA | |
| Registration Number: | 4039324 | GOLD N CREAMY | |
| Registration Number: | 3688327 | CHEESE CRAFTERS | |
| Registration Number: | 3599867 | ALEJANDRO | |
| Registration Number: | 3401257 | PAINTED COW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <i>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.</i> | | | |
| Phone: | 215-569-5619 | | |
| Email: | pecsenye@blankrome.com | | |
| Correspondent Name: | Timothy D. Pecsénye (074658-19096) | | |
| Address Line 1: | Blank Rome LLP | | |
| Address Line 2: | One Logan Square, 8th Floor | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 074658-19108 | | |
| NAME OF SUBMITTER: | Timothy D. Pecsénye | | |
| SIGNATURE: | /Timothy D. Pecsénye/ | | |
| DATE SIGNED: | 11/06/2019 | | |

OP \$140.00 4689510

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) made as of this 6th day of November, 2019 by WINONA FOODS, INC., a Wisconsin corporation (the “**Grantor**”), in favor of PNC BANK, NATIONAL ASSOCIATION (“**PNC**”), in its capacity as agent for the Lenders (“**Agent**”).

W I T N E S S E T H

WHEREAS, Grantor (together with each Person party to the Credit Agreement (as defined below) as a borrower from time to time, collectively, the “**Borrowers**”), Winona Realty, LLC, a Wisconsin limited liability company (“**Realty**”, and together with each Person party to the Credit Agreement from time to time as a guarantor, collectively, the “**Guarantors**”; and the Guarantors together with the Borrowers, collectively, the “**Loan Parties**”, and each a “**Loan Party**”) have entered into that certain Revolving Credit and Security Agreement, dated as of the date hereof, among Loan Parties, the financial institutions which are now or which thereafter become a party thereto (collectively, the “**Lenders**” and each individually a “**Lender**”) and Agent (as amended, restated, supplemented, or replaced from time to time, the “**Credit Agreement**”), whereby Lenders agreed to make certain financial accommodations available to Loan Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Credit Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, copyrights, trademarks (or any application in respect of the foregoing), and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions of thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in such Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

a. each trademark, trademark application, copyright, copyright application, each patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “**Trademarks**”; such copyrights and copyright applications, the “**Copyrights**”; and such patents and patent applications, the “**Patents**”), in each case, 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, Patent or Copyright; and

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

3. Covenants. Except as otherwise permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks, Copyrights or Patents without the prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Authorization To Supplement. If Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, to include any such new Trademarks, Patents or Copyrights of any Grantor identified in a written notice provided by a Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademarks, Patents or Copyrights, whether or not listed on the schedules hereto.

6. 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 by facsimile or electronic transmission shall bind the parties hereto.

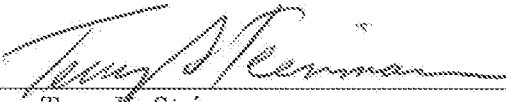
7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Credit Agreement pursuant to and in accordance with Article 13 thereof.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WINONA FOODS, INC.

By: 
Name: Terry X. Steinmann
Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006790 FRAME: 0015

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent



By: _____

Name: Luke Tripodi

Title: Senior Vice President

SCHEDULE 1

Trademarks:

| Mark Name | Jurisdiction | Owner | Reg. Date (App. Date) | Reg. No. (App. No.) |
|--------------------|---------------------|--------------------|----------------------------------|--------------------------------|
| DELLA TERRA | USA | Winona Foods, Inc. | 2/17/2015 | 4689510 |
| GOLD N CREAMY | USA | Winona Foods, Inc. | 10/11/2011 | 4039324 |
| CHEESE CRAFTERS | USA | Winona Foods, Inc. | 9/29/2009 | 3688327 |
| ALEJANDRO | USA | Winona Foods, Inc. | 3/31/2009 | 3599867 |
| PAINTED COW | USA | Winona Foods, Inc. | 3/25/2008 | 3401257 |

Patents:

| Patent Name | Jurisdiction | Owner | Reg. Date (App. Date) | Patent No. (App. No.) |
|--------------------|---------------------|--------------------|----------------------------------|----------------------------------|
| Container | USA | Winona Foods, Inc. | 3/27/2007 | D539155 |

Copyrights: None.