

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554935

<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>
Maple Hill Creamery LLC		12/26/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LAGO INNOVATION FUND, LLC		
<b>Street Address:</b>	500 W. Madison Street, Suite 1000		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4884127	MAPLE HILL	
<b>Registration Number:</b>	4887815		
<b>Registration Number:</b>	5358930		
<b>Registration Number:</b>	4887813		
<b>Registration Number:</b>	5787355	NO CORN, NO GRAIN, JUST GRASS!	
<b>Registration Number:</b>	5358931	RUN ON GRASS	
<b>Registration Number:</b>	4884130	YOU ARE WHAT I EAT	
<b>Serial Number:</b>	88207318	THE BETTER ORGANIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1169080 TM		

OP \$215.00 4884127

<b>NAME OF SUBMITTER:</b>	D'Arcy Conrique
<b>SIGNATURE:</b>	/D'Arcy Conrique/
<b>DATE SIGNED:</b>	12/26/2019
<b>Total Attachments: 6</b> source=LAGO - Maple Hill - IPSA - MHC (12.2019) Executed#page1.tif source=LAGO - Maple Hill - IPSA - MHC (12.2019) Executed#page2.tif source=LAGO - Maple Hill - IPSA - MHC (12.2019) Executed#page3.tif source=LAGO - Maple Hill - IPSA - MHC (12.2019) Executed#page4.tif source=LAGO - Maple Hill - IPSA - MHC (12.2019) Executed#page5.tif source=LAGO - Maple Hill - IPSA - MHC (12.2019) Executed#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 26, 2019 (the "**Agreement**") between **LAGO INNOVATION FUND, LLC**, a Delaware limited liability company ("**Lender**") and **MAPLE HILL CREAMERY LLC**, a Delaware limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of December 26, 2019 (as amended from time to time, the "**Loan Agreement**"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.


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

**GRANTOR:**

**LENDER:**

MAPLE HILL CREAMERY LLC,  
a Delaware limited liability company

LAGO INNOVATION FUND, LLC,  
a Delaware limited liability company

By: 

By: \_\_\_\_\_

Name: CARL GORLACH

Name: \_\_\_\_\_

Title: CHIEF EXECUTIVE OFFICER

Title: \_\_\_\_\_

Address for Notices:  
MAPLE HILL CREAMERY LLC  
340 Lake Cook Road, Suite 120  
Deerfield, IL 60015  
Attn: Shri Iyengar  
e: shri.iyengar@maplehillcreamery.com

Address for Notices:  
LAGO INNOVATION FUND, LLC  
500 W Madison Street, Suite 1000  
Chicago, IL 60661  
Attn: Heather La-Freniere  
e: heather@lagoinnovation.com

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

**GRANTOR:**

**MAPLE HILL CREAMERY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

MAPLE HILL CREAMERY LLC  
540 Lake Cook Road, Suite 120  
Deerfield, IL 60015  
Attn: Shri Iyengar  
e: shri.iyengar@maplehillcreamery.com

**LENDER:**

**LAGO INNOVATION FUND, LLC,**  
a Delaware limited liability company

By: Heather LaFreniere

Name: Heather LaFreniere

Title: Managing Partner

Address for Notices:

LAGO INNOVATION FUND, LLC  
500 W Madison Street, Suite 1000  
Chicago, IL 60661  
Attn: Heather La Freniere  
e: heather@lagoinnovation.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006826 FRAME: 0222**




**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark:</u>	<u>U.S. Serial Number:</u>	<u>U.S. File Date</u>	<u>U.S. Registration Number:</u>	<u>U.S. Registration Date:</u>
MAPLE HILL	86447761	11/07/2014	4884127	01/12/2016
Maple Hill - Cow Design (color) 	86447895	11/07/2014	4887815	01/19/2016
Maple Hill - Grass Design (color) 	87434826	05/03/2017	5358930	12/19/2017
Maple Hill - Tree Design 	86447787	11/07/2014	4887813	01/19/2016
NO CORN, NO GRAIN, JUST GRASS!	88207321	11/27/2018	5787355	06/25/2019
RUN ON GRASS	87434832	05/03/2017	5358931	12/19/2017
THE BETTER ORGANIC	88207318	11/27/2018	N/A	N/A
YOU ARE WHAT I EAT	86448000	11/07/2014	4884130	01/12/2016

**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>