

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588354

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Select Milk Producers, Inc.		07/24/2020	Agricultural Marketing Cooperative: NEW MEXICO
Northern Agri Business Acquisitions LLC		07/24/2020	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	ING Capital LLC, as Agent
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4921002	SELECT MILK PRODUCERS, INC.
Registration Number:	4849782	SMP SELECT MILK PRODUCERS, INC. SETTING
Registration Number:	2949758	FAIR OAKS DAIRY ADVENTURE
Registration Number:	4595141	FAIR OAKS FARMS
Registration Number:	4595140	FAIR OAKS FARMS
Registration Number:	4340774	FAIR OAKS FARMS
Registration Number:	4595139	FAIR OAKS FARMS
Registration Number:	4595138	FAIR OAKS FARMS
Registration Number:	4348751	FAIR OAKS FARMS
Registration Number:	4743853	FAIR OAKS FARMS
Registration Number:	4115035	THE GREEN GATE GARDEN
Registration Number:	3119616	COWTOBERFEST
Registration Number:	4551123	THE DAIRY ADVENTURE
Registration Number:	4551124	THE PIG ADVENTURE
Registration Number:	5069005	THE CROP ADVENTURE
Registration Number:	4537740	POWERED BY POO
Registration Number:	4537739	POWERED BY POO FAIR OAKS FARMS

CH \$515.00 4921002

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5041032	THE MAGIC IS IN OUR MILK
Registration Number:	5181522	MOOVILLE
Registration Number:	5190061	MOOVILLE FAIR OAKS FARMS

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.

Phone: 4045723401
Email: ssheesley@kslaw.com
Correspondent Name: Steven Sheesley
Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	59941.015073
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	07/24/2020

Total Attachments: 9
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Amended and Restated Trademark Security Agreement

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 24, 2020 (this "Trademark Security Agreement"), is made by SELECT MILK PRODUCERS, INC., a New Mexico agricultural marketing cooperative ("SMP"), and NORTHERN AGRI BUSINESS ACQUISITIONS LLC, an Indiana limited liability company ("NABA" and, together with SMP, collectively the "Grantors" and each a "Grantor"), in favor of ING CAPITAL LLC, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SMP, Continental Dairy Facilities Southwest, LLC, a Texas limited liability company ("CDFSW"), Western Facilities, LLC, an Arizona limited liability company ("WF"), and Continental Dairy Facilities LLC, a Michigan limited liability company ("CDF" and together with SMP, CDFSW, and WF, individually and collectively the "Borrower"), the lenders from time to time parties thereto (the "Lenders"), any bond letter of credit issuer party thereto from time to time, and the Agent have entered into that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, SMP, CDFSW, WF, CDF, and certain of their Subsidiaries, including NABA, have entered into that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent, for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby amend and restate the Existing Trademark Security Agreement (as hereinafter defined) in its entirety and agree as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition have the meanings set forth in the Security Agreement or, if not defined in the Security Agreement, in the Credit Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, assigns and transfers to the Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (but not including any Excluded Property) (the "Trademark Collateral");

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and 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 or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by each Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 8 **Amendment and Restatement.** This Trademark Security Agreement (a) amends and restates that certain Amended and Restated Trademark Security Agreement, dated as of October 30, 2019, by the Grantors in favor of the Agent (the "Existing Trademark Security Agreement"), in its entirety, (b) shall not constitute a substitution, novation, release or discharge of the Existing Trademark Security Agreement, and (c) does not extinguish, discharge or release any duties or obligations of the Grantors, or the priority of any security, under the Existing Trademark Security Agreement.

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**NORTHERN AGRI BUSINESS
ACQUISITIONS LLC**

By: 

Name: Richard K. Rotan

Title: Chief Financial Officer

SELECT MILK PRODUCERS, INC.

By: 

Name: Richard K. Rotan

Title: Chief Financial Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

**TRADEMARK
REEL: 007007 FRAME: 0204**

Acknowledged and Agreed to as of the date hereof:

AGENT:


ING CAPITAL LLC




By: *Bill Redmond*
Name: William B. Redmond
Title: Managing Director


By: *Dan Lamprecht*
Name: Dan Lamprecht
Title: Managing Director


SCHEDULE I

Trademarks

Owner	Mark	Serial #	Reg. #	Reg. Date
Select Milk Producers, Inc.	SELECT MILK PRODUCERS, INC.	86536689	4921002	03/22/2016
Select Milk Producers, Inc.	SMP SELECT MILK PRODUCERS, INC. SETTING A HIGHER STANDARD and Design 	86536693	4849782	11/10/2015
Northern Agri Business Acquisitions LLC	FAIR OAKS DAIRY ADVENTURE	78180795	2949758	05/10/2005
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85457481	4595141	09/02/2014
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85457477	4595140	09/02/2014
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85457488	4340774	05/28/2013

Owner	Mark	Serial #	Reg. #	Reg. Date
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS and Design 	85448722	4595139	09/02/2014
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS and Design 	85448713	4595138	09/02/2014
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS and Design 	85448716	4348751	06/11/2013
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85378740	4743853	05/26/2015
Northern Agri Business Acquisitions LLC	THE GREEN GATE GARDEN	85413204	4115035	03/20/2012
Northern Agri Business Acquisitions LLC	COWTOBERFEST	78571614	3119616	07/25/2006
Northern Agri Business Acquisitions LLC	THE DAIRY ADVENTURE	86097055	4551123	06/17/2014

Owner	Mark	Serial #	Reg. #	Reg. Date
Northern Agri Business Acquisitions LLC	THE PIG ADVENTURE	86097061	4551124	06/17/2014
Northern Agri Business Acquisitions LLC	THE CROP ADVENTURE	86097070	5069005	10/25/2016
Northern Agri Business Acquisitions LLC	POWERED BY POO	86097078	4537740	05/27/2014
Northern Agri Business Acquisitions LLC	POWERED BY POO FAIR OAKS FARMS and Design 	86097077	4537739	05/27/2014
Northern Agri Business Acquisitions LLC	THE FARMHOUSE RESTAURANT	State Reg. Indiana	2014-0411	10/17/2014
Northern Agri Business Acquisitions LLC	THE FARMHOUSE RESTAURANT AT FAIR OAKS FARMS & DESIGN	State Reg. Indiana	2014-0410	10/17/2014

Owner	Mark	Serial #	Reg. #	Reg. Date
Northern Agri Business Acquisitions LLC	THE MAGIC IS IN OUR MILK	86900272	5041032	09/13/2016
Northern Agri Business Acquisitions LLC	MOOVILLE	87166105	5181522	04/11/2017
Northern Agri Business Acquisitions LLC	MOOVILLE FAIR OAKS FARMS and Design 	87166107	5190061	04/25/2017
Northern Agri Business Acquisitions LLC	THE COWFÉ	State Reg. Indiana	2018000024712	09/21/2018
Northern Agri Business Acquisitions LLC	the GOWfé	State Reg. Indiana	2018000024721	09/21/2018

Owner	Mark	Serial #	Reg. #	Reg. Date
Northern Agri Business Acquisitions LLC	FARMSTEAD MARKET & DAIRYCATESSEN	State Reg. Indiana	2018000024722	09/21/2018