

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590443

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dairy House Company		07/31/2020	Corporation:
The International Companies, Inc.		07/31/2020	Corporation:
International Food Products Corporation		07/31/2020	Corporation:
International Ingredient Corporation		07/31/2020	Corporation:

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	1180 West Peachtree Street, Suite 1000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Bank: ALABAMA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4136361	DAIRY HOUSE
Serial Number:	88609531	GREEN FIELD SOLUTIONS
Registration Number:	2801765	INTERNATIONAL
Registration Number:	3320311	
Registration Number:	1993271	BREWTECH
Registration Number:	1918972	DAIRYLAC
Registration Number:	2783224	GROBIOTIC
Registration Number:	4758542	IIC
Registration Number:	3124923	NUTRI-GOLD
Registration Number:	4783309	PATRIOT PRIDE
Registration Number:	5985316	PALCRAVE
Serial Number:	88609522	GREEN FIELD SOLUTIONS

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: 4045235300
Email: aolc@phrd.com
Correspondent Name: Angela Amico Olchaskey
Address Line 1: 303 Peachtree Street NE
Address Line 2: Suite 3600
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Bobbi Acord Noland
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SIGNATURE:	/Bobbi Acord Nolandaaoo/
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DATE SIGNED:	08/05/2020
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Total Attachments: 5

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SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of July 31, 2020, made by the undersigned (each, a "Company" and collectively, the "Companies"), to and in favor of REGIONS BANK ("Lender"), pursuant to a certain Loan and Security Agreement, dated of even date herewith, between the Companies (among other parties identified as "Borrower" therein) and Lender (as it may be amended or modified from time to time, the "Loan Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

WITNESSETH:

RECITALS.

- A. Each Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Lender proposes to make certain loans and/or grant certain other financial accommodations to the Company pursuant to the Loan Agreement; and
- C. Pursuant to the Loan Agreement, each Company has granted to the Lender a security interest in the property described therein as Collateral therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that each Company grant to the Lender a security interest in its respective Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.
2. As security for all of the Obligations, each Company hereby grants a security interest to the Lender in all of its right, title and interest in, to and under the following (collectively, the "Property"):
 - (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the

Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the security interest set forth above shall not be effective as a transfer of title to the Property unless and until the Lender exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in the Property, and until such time the Company shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest herein granted in such Property.

3. Each Company does hereby further acknowledge and affirm that the representations, warranties and covenants of such Company with respect to its Property and the rights and remedies of the Lender with respect to the security interest in and collateral assignment of its Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. This Agreement shall automatically terminate upon termination of the Loan Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to each Company any rights with respect to any or all of such Company's Property. Upon termination of this Agreement and following a request from the Companies, the Lender shall execute and deliver to the Companies all deeds, assignments, terminations and other instruments as may be necessary or proper in the reasonable judgment of the Companies in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Loan Agreement.
5. If at any time before the termination of this Agreement in accordance with Section 4, a Company shall obtain or acquire rights to any new Trademark not in existence on the date hereof, the provisions of Section 2 shall automatically apply thereto and such Company shall comply with the terms of the Loan Agreement with respect to such new Trademark. The Companies authorize the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks covered by Section 2 or by this Section 5.
6. Each Company further agrees that (a) the Lender shall not have any obligation or responsibility to protect or defend the Property and the Companies shall at their own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) each Company shall advise the Lender promptly in writing upon detection of infringements of any of its Property being used in such Company's business and (c) if a Company fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender for all expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE JURISDICTION, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE JURISDICTION.

IN WITNESS WHEREOF, each Company and Lender have caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

DAIRY HOUSE COMPANY (SEAL)

By: Clayton C. Brown
Clayton C. Brown, President

THE INTERNATIONAL COMPANIES, INC. (SEAL)

By: Clayton C. Brown
Clayton C. Brown, President

INTERNATIONAL FOOD PRODUCTS CORPORATION (SEAL)

By: Clayton C. Brown
Clayton C. Brown, President

INTERNATIONAL INGREDIENT CORPORATION (SEAL)

By: Clayton C. Brown
Clayton C. Brown, President

REGIONS BANK (SEAL)

By: _____
Name/Title

IN WITNESS WHEREOF, each Company and Lender have caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

DAIRY HOUSE COMPANY (SEAL)

By: _____
Clayton C. Brown, President

THE INTERNATIONAL COMPANIES, INC. (SEAL)

By: _____
Clayton C. Brown, President

INTERNATIONAL FOOD PRODUCTS CORPORATION (SEAL)

By: _____
Clayton C. Brown, President

INTERNATIONAL INGREDIENT CORPORATION (SEAL)





By: _____
Clayton C. Brown, President

REGIONS BANK (SEAL)

By: _____

James D. Anderson, Managing Director

SCHEDULE I

Mark	Image	Application #	File Date	Registration #	Registration Date	Status	Owner Name
DAIRY HOUSE & Design		85/168,476	11/03/2010	4,136,361	05/01/2012	REGISTERED	Dairy House Company
GREEN FIELD SOLUTIONS		88/609,522	09/09/2019			PUBLISHED	The International Companies, Inc.
GREEN FIELD SOLUTIONS and Design		88/609,531	09/09/2019			PUBLISHED	The International Companies, Inc.
INTERNATIONAL		76/343,977	11/30/2001	2,801,765	01/06/2004	REGISTERED	International Food Products Corporation
misc. design: three flags		78/680,823	07/28/2005	3,320,311	10/23/2007	REGISTERED	International Food Products Corporation
BREWTECH		74/712,275	8/7/1995	1993271	8/13/1996	REGISTERED	International Ingredient Corporation (Missouri Corp.) P. O. Box 26377 150 Larkin Williams Industrial Court Fenton Missouri 63026
DAIRY LAC		74/492,173	2/18/1994	1918972	9/12/1995	REGISTERED	International Ingredient Corporation (Missouri Corp.) 150 Larkin Williams Industrial Court P. O. Box 26377 Fenton Missouri 63026
GROBIOTIC		78/120,111	4/8/2002	2,783,224	11/11/2003	REGISTERED	International Ingredient Corporation (Missouri Corp.) P. O. Box 26377 150 Larkin Williams Industrial Court Fenton Missouri 63026
IC (AND DESIGN)		86/269,047	4/22/2014	4,758,542	6/23/2015	REGISTERED	International Ingredient Corporation (Missouri Corp.) 150 Larkin Williams Industrial Court Fenton Missouri 63026
NUTRI-GOLD		78/607,692	4/13/2005	3,124,923	8/1/2006	REGISTERED	International Ingredient Corporation (Missouri Corp.) 150 Larkin Williams Industrial Court P. O. Box 26377 Fenton Missouri 63026
PATRIOT PRIDE		86/340,020	7/17/2014	4,783,309	7/28/2015	REGISTERED	International Ingredient Corporation (Missouri Corp.) 150 Larkin Williams Industrial Court P.O. Box 26377 Fenton Missouri 63026
PALCRAVE		88/013,903	6/26/2018	5,985,316	2/11/2020	REGISTERED	International Ingredient Corporation (Missouri Corp.) 150 Larkin Williams Industrial Court P.O. Box 26377 Fenton Missouri 63026