

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lakeview Cheese Products, LLC		09/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Centerfield Capital Partners IV, L.P., as Agent		
Street Address:	10 West Market Street, 3000 Market Tower		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	0790802	BANQUET	
Registration Number:	2446100	BANQUET	
Registration Number:	0632380	GRAND TETON	
Registration Number:	2577190	LA FIESTA	
Registration Number:	3943940	LAKEVIEW	
Registration Number:	5625638	ITALIA	
Registration Number:	5604866	SILVER STATE	
Registration Number:	3853156	GOLD NUGGET	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	250 West Street, Suite 700		
Address Line 4:	Columbus, OHIO 43215-7509		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		

OP \$215.00 0790802

DATE SIGNED:	09/14/2020
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Total Attachments: 5

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THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED OF EVEN DATE HERewith IN FAVOR OF TCF NATIONAL BANK, AS ADMINISTRATIVE AGENT, WHICH AGREEMENT (AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 10, 2020, is made by LAKEVIEW CHEESE PRODUCTS, LLC, a Delaware limited liability company (the "Company"), in favor of CENTERFIELD CAPITAL PARTNERS IV, L.P., a Delaware limited partnership, in its capacity as agent (in such capacity, the "Agent") for the purchasers from time to time party to the Note Purchase Agreement referred to below ("Purchasers").

RECITALS

WHEREAS, the Company, the other Obligors party thereto, Agent, and the Purchasers are parties to a Senior Subordinated Notes Purchase Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"; terms defined in the Note Purchase Agreement which are used herein shall have the same meanings as are set forth in the Note Purchase Agreement for such terms unless otherwise defined herein), pursuant to which Purchasers have agreed to make certain loans to the Company;

WHEREAS, the Company, the other Obligors party thereto and the Agent are parties to a Security Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Company has granted to the Agent, for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, to secure the payment and performance in full of all Liabilities and other amounts owing by the Company and the other Obligors under the Note Purchase Agreement and the other Operative Documents;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, the Company hereby grants to the Agent, for the benefit of itself and the other Secured Parties, a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule 1 attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for

past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world;

- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");


This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and is subject to limitations set forth therein, including, without limitation, that no security interest shall be granted by the Company in any Excluded Property. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. Each of the Company and the Agent hereby acknowledges and affirms 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 Note Purchase Agreement, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF INDIANA (EXCLUDING ALL CHOICE OF LAW AND CONFLICTS OF LAW RULES).

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

LAKEVIEW CHEESE PRODUCTS, LLC

By: 

Ken A. Johnson, Chairman

Acknowledged and agreed to:

CENTERFIELD CAPITAL PARTNERS IV, L.P., as Agent

By: Centerfield Capital Partners IV, LLC, its general partner

By: Centerfield Management IV, Inc., its manager

By: _____
Jill Margetts, Authorized Signatory

Signature Page to Trademark Security Agreement

**TRADEMARK
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IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

LAKEVIEW CHEESE PRODUCTS, LLC

By: _____
Ken A. Johnson, Chairman

Acknowledged and agreed to:

CENTERFIELD CAPITAL PARTNERS IV, L.P., as Agent

By: Centerfield Capital Partners IV, LLC, its general partner

By: Centerfield Management IV, Inc., its manager

By:  _____
Jill Margetts, Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

(i) Owned

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Owner/ Licensor</u>
Banquet	U.S. – 790,802	June 8, 1965	June 8, 2025	Lakeview Cheese Products, LLC
Banquet	U.S. – 2,446,100	April 24, 2001	April 24, 2021	Lakeview Cheese Products, LLC
Grand Teton	U.S. – 632,380	August 7, 1956	August 7, 2026	Lakeview Cheese Products, LLC
La Fiesta	U.S. – 2,577,190	June 11, 2002	June 11, 2022	Lakeview Cheese Products, LLC
Lakeview	U.S. – 3,943,940	April 12, 2011	April 12, 2021	Lakeview Cheese Products, LLC
ITALIA	U.S. – 5,625,638	December 11, 2018	December 11, 2028	Lakeview Cheese Products, LLC
SILVER STATE	U.S. – 5,604,866	November 13, 2018	November 13, 2028	Lakeview Cheese Products, LLC
GOLD NUGGET	U.S. – 3,853,156	September 28, 2010	September 28, 2020	Lakeview Cheese Products, LLC

(ii) Licensed

None.