

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bay State Milling Company		11/13/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Cooperatieve Rabobank U.A., New York Branch, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	A New York State Licensed Branch of a Dutch Banking Cooperatieve: NEW YORK		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	1425020	ARISTOCRAT	
Registration Number:	2631665	ASPEN	
Registration Number:	1144423	ASTRO	
Registration Number:	4431229	BAKERS ELEMENTS	
Registration Number:	3920007	BAKINGESSENTIALS	
Registration Number:	1141606	BASCO	
Registration Number:	4947076	BAY STATE MILLING A TRUSTED FAMILY OF IN	
Registration Number:	4861137	BENEGRAIN	
Registration Number:	1116450	BIG YIELD	
Registration Number:	2396038	BISONTE ROJO	
Registration Number:	1109590	BLOCK BUSTER	
Registration Number:	2472596	BOSS	
Registration Number:	2171365	BOULDER	
Registration Number:	1152583	BOUNCER	
Registration Number:	1109589	BOXER	
Registration Number:	5903730	CLEANDIRT FARM	
Registration Number:	2450389	COLUMBINE	
Registration Number:	4274626	EASY GRAIN	
Registration Number:	2226947	FOUR STAR	
TRADEMARK			

CH \$1065.00 1425020

Property Type	Number	Word Mark
Registration Number:	2717192	FRONTIER
Registration Number:	1422174	GOLDEN LION
Registration Number:	1109588	GOLDEN TIGER
Registration Number:	3309678	GRAIN ESSENTIALS
Registration Number:	6069680	HEALTHSENSE
Registration Number:	6069746	HEALTHSENSE
Registration Number:	3533956	HERITAGE
Registration Number:	1980905	KING HACKO
Registration Number:	1109587	NORMANO
Registration Number:	1438251	WINGOLD OFFICE HOURS 1 TO 24
Registration Number:	3431857	ORGANIC ESSENTIALS
Registration Number:	1149086	PERFECT DIAMOND
Registration Number:	5375194	PROVENANCE
Registration Number:	1469281	RECORD BREAKER
Registration Number:	1780468	ROYAL FOUR STAR
Registration Number:	5997482	SIMPLYSAFE
Registration Number:	5547279	SOWNAKED
Registration Number:	5944657	SOWNAKED MINDFULLY FARMED OATS.
Registration Number:	1109585	STRONGFELLOW
Registration Number:	1149087	TIGRE DE ORO
Registration Number:	2205388	WHITE PEARL
Registration Number:	1109591	WINGOLD
Registration Number:	1114985	WINONA

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: 678-553-2288

Email: madrinc@gtlaw.com

Correspondent Name: Christina Madrin

Address Line 1: 3333 Piedmont Road NE, Suite 2500

Address Line 4: ATLANTA, GEORGIA 30303

NAME OF SUBMITTER:	Christina Madrin
SIGNATURE:	/Christina Madrin/
DATE SIGNED:	11/13/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of November 13, 2020, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, Bay State Milling Company, a Minnesota corporation, as borrower (“*Borrower*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Credit Agreement dated as of November 13, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of November 13, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights and registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTOR:

BAY STATE MILLING COMPANY

By: _____

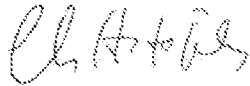


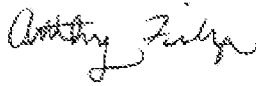
Name: Peter Banat

Title: Chief Financial Officer

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH**, as Administrative Agent

By: 
Name: Christopher Hartofilis
Title: Managing Director

By: 
Name: Anthony Fianza
Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Grantor	Mark	Registration #	Date of Registration
Bay State Milling Company	ARISTOCRAT	1,425,020	01/13/87
Bay State Milling Company	ASPEN	2,631,665	10/08/02
Bay State Milling Company	ASTRO	1,144,423	12/23/80
Bay State Milling Company	BAKERS ELEMENTS	4,431,229	11/12/13
Bay State Milling Company	BAKINGESSENTIALS	3,920,007	02/15/11
Bay State Milling Company	BASCO	1,141,606	11/18/80
Bay State Milling Company	BAY STATE MILLING A TRUSTED FAMILY OF INGREDIENTS (NAME & DESIGN)	4,947,076	04/26/16
Bay State Milling Company	BENEGRAIN	4,861,137	11/24/15
Bay State Milling Company	BIG YIELD	1,116,450	04/10/79
Bay State Milling Company	BISONTE ROJO	2,396,038	10/17/00
Bay State Milling Company	BLOCK BUSTER	1,109,590	12/19/78
Bay State Milling Company	BOSS	2,472,596	07/31/01
Bay State Milling Company	BOULDER	2,171,365	07/07/98
Bay State Milling Company	BOUNCER	1,152,583	04/28/81
Bay State Milling Company	BOXER	1,109,589	12/19/78
Bay State Milling Company	CLEANDIRT FARM	5,903,730	11/05/19
Bay State Milling Company	COLUMBINE	2,450,389	05/15/01
Bay State Milling Company	EASY GRAIN	4,274,626	01/15/13
Bay State Milling Company	FOUR STAR	2,226,947	03/02/99
Bay State Milling Company	FRONTIER	2,717,192	05/20/03
Bay State Milling Company	GOLDEN LION	1,422,174	12/23/86

Schedule I to Trademark Security Agreement

Grantor	Mark	Registration #	Date of Registration
Bay State Milling Company	GOLDEN TIGER	1,109,588	12/19/78
Bay State Milling Company	GRAIN ESSENTIALS	3,309,678	10/09/07
Bay State Milling Company	HEALTHSENSE (US)	6,069,680	06/02/20
Bay State Milling Company	HEALTHSENSE (DESIGN)	6,069,746	06/02/20
Bay State Milling Company	HERITAGE	3,533,956	11/18/08
Bay State Milling Company	KING HACKO	1,980,905	06/18/96
Bay State Milling Company	NORMANO	1,109,587	12/19/78
Bay State Milling Company	OLD DOC (DESIGN ONLY) WINGOLD OFFICE HRS 1 TO 24	1,438,251	04/28/87
Bay State Milling Company	ORGANIC ESSENTIALS	3,431,857	05/20/08
Bay State Milling Company	PERFECT DIAMOND	1,149,086	03/24/81
Bay State Milling Company	PROVENANCE	5,375,194	01/09/18
Bay State Milling Company	RECORD BREAKER	1,469,281	12/15/87
Bay State Milling Company	ROYAL FOUR STAR & DESIGN	1,780,468	07/06/93
Bay State Milling Company	SIMPLYSAFE	5,997,482	02/25/20
Bay State Milling Company	SOWNAKED	5,547,279	08/21/18
Bay State Milling Company	SOWNAKED MINDFULLY FARMED OATS (& DESIGN)	5,944,657	12/24/19
Bay State Milling Company	STRONGFELLOW	1,109,585	12/19/78
Bay State Milling Company	TIGRE DE ORO (NAME & DESIGN)	1,149,087	03/24/81
Bay State Milling Company	WHITE PEARL	2,205,388	11/24/98
Bay State Milling Company	WINGOLD	1,109,591	12/19/78
Bay State Milling Company	WINONA	1,114,985	03/13/79

Schedule I to Trademark Security Agreement

ACTIVE 53594986v3

RECORDED: 11/13/2020

TRADEMARK
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