

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NDSM Holdings, LLC		12/15/2020	Limited Liability Company: DELAWARE
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: 5			
Property Type	Number	Word Mark	
Registration Number:	3375938	ANY TIME OF DAY, IT'S THE MORNING GLORYW	
Registration Number:	3457997	MORNING GLORY	
Registration Number:	3581709	MORNING GLORY	
Registration Number:	1458563	CHOCO-RIFFIC!	
Serial Number:	90040158	MORNING GLORY	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street, N.E., Suite 1600		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	59941.515004		
NAME OF SUBMITTER:	Karen Osborne		
SIGNATURE:	//Karen Osborne//		
DATE SIGNED:	12/15/2020		

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Total Attachments: 5

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2020 (this “Trademark Security Agreement”), is made by NDSM Holdings, LLC, a Delaware limited liability company (the “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, NDSM Holdings, LLC, a Delaware limited liability company (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”), and the Agent have entered into that certain 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, the Borrower and its Subsidiaries have entered into that certain Pledge and 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 Grantor 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 Grantor hereby agrees 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. The 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 the 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 the 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 Grantor hereby acknowledges and agrees 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 the Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor 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.

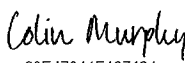
Section 6 **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.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

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

NDSM HOLDINGS, LLC

DocuSigned by:

By:  _____
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Name: Colin Murphy

Title: Executive Vice President

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: Daniel Lamprecht
Title: Managing Director

SCHEDULE I

Trademarks

Registered Trademarks

Owner	Mark	Application Number	Registration Number
NDSM Holdings, LLC	ANY TIME OF DAY, IT'S THE MORNING GLORYWAY	78703653	3,375,938
NDSM Holdings, LLC	MORNING GLORY	78691243	3,457,997
NDSM Holdings, LLC	MORNING GLORY & design	78703648	3,581,709
NDSM Holdings, LLC	CHOCO-RIFFIC!	73644289	1,458,563

Trademark Applications

Owner	Mark	Application Number	Registration Number
NDSM Holdings, LLC	MORNING GLORY & design	90040158	N/A