

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656067

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Milk Specialties Company		06/25/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
<b>Street Address:</b>	11 Madison Avenue, 25th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: SWITZERLAND

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3703215	ACTIVE NUTRITION FOR A HEALTHY WORLD
Registration Number:	4372238	BARSOFT
Registration Number:	4793077	CALF ALLY
Registration Number:	562159	CALVITA
Registration Number:	5428651	CASPRO
Registration Number:	2289081	EXCELERATE
Registration Number:	1549664	FAT PAK
Registration Number:	5096499	GREEKPRO
Registration Number:	2355962	KWIX MIX
Registration Number:	2311958	LIQUI-WEAN
Registration Number:	3790879	MILK SPECIALTIES GLOBAL
Registration Number:	2945910	NUTRASTART
Registration Number:	5277332	ORGANI-CALF
Registration Number:	5509886	ORGANI-LAC
Registration Number:	3535155	PERKI-LAC
Registration Number:	4372233	PROBEV
Registration Number:	4749892	SWEET BOOSTER
Registration Number:	6381979	DURACOAT

OP \$665.00 3703215

Property Type	Number	Word Mark
Registration Number:	6366009	MULTAPRO
Registration Number:	6365956	NUTRIPRO
Registration Number:	6221948	VITALCHOL DX
Registration Number:	6131381	ZERLAC
Registration Number:	6239974	MUSCLEPEP
Registration Number:	6148005	PRORIZ
Registration Number:	6148004	PRORIZ
Registration Number:	1383598	SUPER LAMB

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767

*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:** 3128767700

**Email:** thomas.buettner@lw.com

**Correspondent Name:** Thomas J. Buettner

**Address Line 1:** Latham & Watkins LLP

**Address Line 2:** 330 North Wabash Avenue, Suite 2800

**Address Line 4:** Chicago, ILLINOIS 60611

**ATTORNEY DOCKET NUMBER:** 030786-0746

**NAME OF SUBMITTER:** Thomas J. Buettner

**SIGNATURE:** /tjb/

**DATE SIGNED:** 06/25/2021

**Total Attachments: 8**

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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**(Trademarks and Trademark Licenses)**

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2021, between MILK SPECIALTIES COMPANY, a Delaware corporation (the “*Grantor*”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor, MSG NUTRITIONAL INGREDIENTS HOLDING CORPORATION (“*Holdings*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement, dated as of June 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) a Second Lien Security Agreement, dated as of June 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all rights to sue or otherwise recover for any past, present and future infringement, or other violation or impairment thereof;

(iv) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing;

(v) all other rights, priorities and privileges accruing thereunder or pertaining thereto in the United States;

*provided* that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets (which Excluded Assets include, for the avoidance of doubt, any “intent-to-use” Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application, or any registration issuing therefrom, under applicable federal law).

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

This Trademark Security Agreement has been executed, delivered and accepted in, and shall be deemed to have been made in, New York and shall be governed by and construed and enforced in accordance with the Laws of the State of New York. The provisions of Section 12.03 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent under the Security Agreement or this Second Lien Trademark Security Agreement are subject to the provisions of the Second Lien Intercreditor Agreement, dated as of June 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and among Credit Suisse AG, Cayman Islands Branch, as First Lien Credit Agreement Collateral Agent (as defined therein) and Credit Suisse AG, Cayman Islands Branch, as Second Lien Credit Agreement Collateral Agent (as defined therein), and acknowledged and agreed to by Milk Specialties Company, a Delaware corporation, MSG Nutritional Ingredients Holding Corporation, a Delaware corporation, Energy Booster NewCo, LLC, a Delaware limited liability company, Energy Booster Holdings Co., Inc., a Delaware corporation, each of the other Obligors party thereto from time to time, and certain other Persons

party (or that may become party) thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the Security Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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

MILK SPECIALTIES COMPANY

By:



Name: Timothy Preuninger

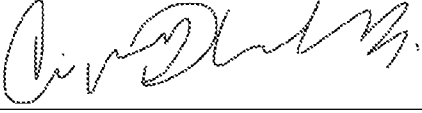
Title: Chief Financial Officer

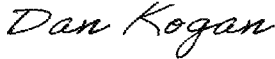
*[Trademark Security Agreement - Milk Specialties Company (Second Lien)]*

**TRADEMARK**  
**REEL: 007336 FRAME: 0616**

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Collateral Agent

By:   
Name: Vipul Dhadha  
Title: Authorized Signatory


By:   
Name: Daniel Kogan  
Title: Authorized Signatory

[Trademark Security Agreement - Milk Specialties Company (Second Lien)]

**TRADEMARK**  
**REEL: 007336 FRAME: 0617**

MILK SPECIALTIES COMPANY

TRADEMARKS

Mark	Filing Date	App. No.	Reg. Date	Reg. No.	Status
ACTIVE NUTRITION FOR A HEALTHY WORLD	10/12/08	77/590,994	10/27/09	3703215	Registered – Section 8 and 9 due 10/27/2029
BARsoft	12/11/12	85/799,886	7/23/13	4372238	Registered – Section 8 and 9 due 07/23/2023
CALF ALLY	6/24/14	86/321,195	8/18/2015	4793077	Registered – Section 8 and 9 due 08/18/2025
<b>CALVITA</b>	7/9/49	71/581,730	7/29/1952	562159	Registered – Section 8 and 9 due 7/29/2022
CASPRO	6/26/14	86/321,445	03/20/2018	5428651	Registered – Section 8 and 15 due 03/20/2024
EXCELERATE	11/12/98	75/587,320	10/26/99	2289081	Registered – Section 8 and 9 due 10/26/2029
FAT PAK	4/9/87	73/654,032	7/25/1989	1549664	Registered – Section 8 and 9 due 7/25/2029
GREEKPRO	7/10/15	86/689,551	12/06/2016	5096499	Registered – Section 8 and 15 due 12/06/2022
	4/17/98	75/467,487	06/06/2000	2355962	Registered – Section 8 and 9 due 6/6/2030
LIQUI-WEAN	3/10/99	75/657,425	1/25/2000	2311958	Registered – Section 8 and 9 due 1/25/2029
MILK SPECIALTIES GLOBAL	8/27/08	77/557,366	5/18/2010	3790879	Registered – Section 8 and 9 due 05/18/2030
NUTRASTART	9/16/03	78/300,995	5/3/2005	2945910	Registered – Section 8 and 9 due 05/03/2025



Mark	Filing Date	App. No.	Reg. Date	Reg. No.	Status
ORGANI-CALF	3/24/16	86/952,037	8/19/2017	86952037	Registered – Section 8 and 9 due 8/19/22-23
ORGANI-LAC	8/19/17	87575889	7/3/18	5509886	Registered – Section 8 and 15 due 7/3/23-24
PERKI-LAC	12/9/07	77/347,545	11/18/08	3535155	Registered – Section 8 and 9 due 11/18/2028
PRObev	12/11/12	85/799,838	7/23/13	4372233	Registered – Section 8 and 15 due 7/23/2023
SWEET BOOSTER	8/15/14	86/368,266	6/2/15	4749892	Registered – Section 8 and 15 due 6/2/20-21
NUTRACREAM	09/11/2020	90173774	N/A	N/A	Allowed, SOU or EOT due 10/27/2021
DURACOAT	06/10/2020	88957456	06/08/2021	6381979	Registered – Section 8 and 15 due 06/08/2027
MULTAPRO	06/12/2020	88961880	05/25/2021	6366009	Registered – Section 8 and 15 due 05/25/2027
NUTRIPRO	05/26/2020	88932985	05/25/2021	6365956	Registered – Section 8 and 15 due 05/25/2027
VITALCHOL DX	06/10/2020	88957450	12/15/2020	6221948	Registered – Section 8 and 15 due 12/15/2026
ZERLAC	05/28/2019	88448165	08/18/2020	6131381	Registered – Section 8 and 15 due 08/18/2026
MUSCLEPEP	05/26/2017	87465351	01/05/2021	6239974	Registered – Section 8 and 15 due 01/05/2027
PRORIZ	05/29/2018	87/939,489	09/08/2020	6148005	Registered – Section 8 and 15 due 09/08/2026

<b>Mark</b>	<b>Filing Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Status</b>
PRORIZ	05/29/2018	87/939,454	09/08/2020	6148004	Registered – Section 8 and 15 due 09/08/2026
SUPER LAMB	06/17/1985	73543298	02/18/1986	1383598	Registered, Section 8 and 9 due 02/18/2026