

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689057

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Forever Cheese, LLC		11/18/2021	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A., as administrative agent and collateral agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 50</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5427115	ALISIOS	
<b>Registration Number:</b>	3523882	AURORA	
<b>Registration Number:</b>	5500441	BIANCOSARDO	
<b>Registration Number:</b>	3730717	CA DE AMBRÖS	
<b>Registration Number:</b>	3730691	CA DE AMBROS	
<b>Registration Number:</b>	5760450	CAÑA DE CABRA	
<b>Registration Number:</b>	2783952	CAMPO DE MONTALBAN	
<b>Registration Number:</b>	2859807	CASA FORCELLO	
<b>Registration Number:</b>	4973273	CASATICA	
<b>Registration Number:</b>	5762528	CHOCOCHERRIES	
<b>Registration Number:</b>	3908006	CHOCOHIGOS	
<b>Registration Number:</b>	3895888	CORDOBES	
<b>Registration Number:</b>	3974997	DEHESA CORDOBESA	
<b>Registration Number:</b>	5098528	FOREVER CHEESE	
<b>Registration Number:</b>	4973265	LA DAMA SAGRADA	
<b>Registration Number:</b>	5053512	LA DAMA SAGRADA	
<b>Registration Number:</b>	3691849	LEONORA	
<b>Registration Number:</b>	4508959	MALVAROSA	
<b>Registration Number:</b>	3161132	MALVAROSA	
<b>TRADEMARK</b>			

CH \$1265.00 5427115

Property Type	Number	Word Mark
Registration Number:	3908007	MIGOS
Registration Number:	2673058	MITICA
Registration Number:	3611236	MITICA
Registration Number:	6027534	MITICA
Registration Number:	3611239	MITICA MAXIMUM EDENDI
Registration Number:	2781529	MITICA MAXIMUM EDENDI
Registration Number:	4274750	MITICAÑA
Registration Number:	3122241	MITICANA
Registration Number:	2853313	MONTEGRAPPA
Registration Number:	4018619	NUVOLA DI PECORA
Registration Number:	4798368	OROCACAO
Registration Number:	3954877	OROLIQUIDO
Registration Number:	3539535	PATACABRA
Registration Number:	4747867	PICAQUICOS
Registration Number:	3431315	PIEDRAS DE CHOCOLATE
Registration Number:	4884966	PIEDRAS DE LUNA
Registration Number:	2447818	PIMENTINO
Registration Number:	4652667	QUICOS
Registration Number:	4659232	QUICOS DE CHOCOLATE
Registration Number:	2927335	ROMAO
Registration Number:	5766596	SAPORE MITICA
Registration Number:	2587458	SOTTOCENERE
Registration Number:	2198671	THE DRUNKEN GOAT
Registration Number:	3086746	THE NAKED GOAT
Registration Number:	5959330	
Registration Number:	6027533	THE SMOKIN' GOAT SMOKED GOAT CHEESE
Registration Number:	2788405	UBRIACONE
Registration Number:	3299237	VALENCIANOS
Registration Number:	3930864	VARE
Registration Number:	3727455	VERDECAPRA
Serial Number:	90803842	SELVATICO

**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:** 2136207848

**Email:** iprecordations@whitecase.com

**Correspondent Name:** Justine Lu/White & Case LLP

**Address Line 1:** 555 South Flower Street, Suite 2700

**TRADEMARK**

**REEL: 007498 FRAME: 0763**

**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 1785638-0124-S216

**NAME OF SUBMITTER:** Justine Lu

**SIGNATURE:** /Justine Lu/

**DATE SIGNED:** 11/18/2021

**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 18, 2021, by the undersigned (the “Grantor”), in favor of BMO HARRIS BANK N.A., as administrative agent and collateral agent for the Lenders (in such capacities, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Loan Agreement”), dated as of November 18, 2021 and entered into among Gastronome Acquisition, LLC, a Delaware limited liability company (“Buyer”, and together with any other Person who becomes a “Borrower” thereunder after the Closing Date with Agent’s consent and on terms to be agreed, each a “Borrower” and collectively, the “Borrowers”), Gastronome Holdings, LLC, a Delaware limited liability company (“Holdings”), the other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, the Lenders from time to time party thereto and Agent; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of itself and the Secured Parties, this Agreement.

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

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of itself and the Secured Parties, a security interest in all of the Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”): all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, the security interest granted herein does not include any “intent to use” trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section

1060(a) (or any successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically be considered Trademark Collateral.

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

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 10.13, 10.14 AND 10.17 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of page intentionally left blank; signature page follows.]

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

**GRANTOR:**

**FOREVER CHEESE, LLC**


By:   
\_\_\_\_\_

Name: Eric Vorchheimer

Title: Senior Vice President, Finance

**ACCEPTED AND ACKNOWLEDGED BY:**

**BMO HARRIS BANK N.A.,**  
as Agent

By:   
Name: David Sneddon  
Title: Vice President

Schedule I


Trademark Registrations

<b>Loan Party</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
Forever Cheese, LLC	ALISIOS	5427115	March 20, 2018	United States (Federal)
Forever Cheese, LLC	AURORA	3523882	October 28, 2008	United States (Federal)
Forever Cheese, LLC	BIANCOSARDO	5500441	June 26, 2018	United States (Federal)
Forever Cheese, LLC	CA DE AMBRÖS (Stylized) 	3730717	December 29, 2009	United States (Federal)
Forever Cheese, LLC	CA DE AMBROS	3730691	December 29, 2009	United States (Federal)
Forever Cheese, LLC	CAÑA DE CABRA	5760450	May 28, 2019	United States (Federal)
Forever Cheese, LLC	CAMPO DE MONTALBAN	2783952	November 18, 2003	United States (Federal)
Forever Cheese, LLC	CASA FORCELLO	2859807	July 6, 2004	United States (Federal)
Forever Cheese, LLC	CASATICA	4973273	June 7, 2016	United States (Federal)
Forever Cheese, LLC	CHOCOCHERRIES	5762528	May 28, 2019	United States (Federal)
Forever Cheese, LLC	CHOCOHIPOS	3908006	January 18, 2011	United States (Federal)
Forever Cheese, LLC	CORDOBES	3895888	December 28, 2010	United States (Federal)



Forever Cheese, LLC	DEHESA CORDOBESA	3974997	August 22, 2017	United States (Federal)
Forever Cheese, LLC	FOREVER CHEESE	5098528	December 13, 2016	United States (Federal)
Forever Cheese, LLC	LA DAMA SAGRADA	4973265	June 7, 2016	United States (Federal)
Forever Cheese, LLC	LA DAMA SAGRADA	5053512	October 4, 2016	United States (Federal)
Forever Cheese, LLC	LEONORA	3691849	September 28, 2019	United States (Federal)
Forever Cheese, LLC	MALVAROSA	4508959	August 30, 2019	United States (Federal)
Forever Cheese, LLC	MALVAROSA	3161132	October 17, 2006	United States (Federal)
Forever Cheese, LLC	MIGOS	3908007	January 18, 2011	United States (Federal)
Forever Cheese, LLC	MITICA	2673058	January 7, 2003	United States (Federal)
Forever Cheese, LLC	MITICA	3611236	April 28, 2009	United States (Federal)
Forever Cheese, LLC	MITICA (Stylized)  <b>MITICA</b>	6027534	April 7, 2020	United States (Federal)
Forever Cheese, LLC	MITICA MAXIMUM EDENDI	3611239	April 28, 2009	United States (Federal)
Forever Cheese, LLC	MITICA MAXIMUM EDENDI and Design  	2781529	November 11, 2003	United States (Federal)

Forever Cheese, LLC	MITICAÑA	4274750	July 27, 2018	United States (Federal)
Forever Cheese, LLC	MITICANA	3122241	July 25, 2006	United States (Federal)
Forever Cheese, LLC	MONTEGRAPPA	2853313	June 15, 2004	United States (Federal)
Forever Cheese, LLC	NUVOLA DI PECORA	4018619	August 30, 2011	United States (Federal)
Forever Cheese, LLC	OROCACAO	4798368	October 27, 2020	United States (Federal)
Forever Cheese, LLC	OROLIQUIDO	3954877	May 3, 2011	United States (Federal)
Forever Cheese, LLC	PATACABRA	3539535	December 2, 2008	United States (Federal)
Forever Cheese, LLC	PICAQUICOS	4747867	October 29, 2020	United States (Federal)
Forever Cheese, LLC	PIEDRAS DE CHOCOLATE	3431315	May 20, 2008	United States (Federal)
Forever Cheese, LLC	PIEDRAS DE LUNA	4884966	May 20, 2021	United States (Federal)
Forever Cheese, LLC	PIMENTINO	2447818	May 1, 2001	United States (Federal)
Forever Cheese, LLC	QUICOS	4652667	March 12, 2020	United States (Federal)
Forever Cheese, LLC	QUICOS DE CHOCOLATE	4659232	March 13, 2020	United States (Federal)
Forever Cheese, LLC	ROMAO	2927335	February 22, 2005	United States (Federal)
Forever Cheese, LLC	SAPORE MITICA	5766596	June 4, 2019	United States (Federal)

Forever Cheese, LLC	SOTTOCENERE	2587458	July 2, 2002	United States (Federal)
Forever Cheese, LLC	THE DRUNKEN GOAT	2198671	October 20, 1998	United States (Federal)
Forever Cheese, LLC	THE NAKED GOAT	3086746	April 25, 2006	United States (Federal)
Forever Cheese, LLC	THE SMOKIN' GOAT and Design 	5959330	January 14, 2020	United States (Federal)
Forever Cheese, LLC	THE SMOKIN' GOAT SMOKED GOAT CHEESE and Design 	6027533	April 7, 2020	United States (Federal)
Forever Cheese, LLC	UBRIACONE	2788405	December 2, 2003	United States (Federal)
Forever Cheese, LLC	VALENCIANOS	3299237	September 25, 2007	United States (Federal)
Forever Cheese, LLC	VARE	3930864	June 1, 2016	United States (Federal)
Forever Cheese, LLC	VERDECAPRA	3727455	December 22, 2009	United States (Federal)

Trademark Applications

Loan Party	Trademark	Application Number	Application Date	Jurisdiction
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Forever Cheese, LLC	SELVATICO	90803842	June 30, 2021	United States (Federal)
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