

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718353

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Byrne Dairy, Inc.		03/31/2022	Corporation: NEW YORK
Ultra Dairy, LLC		03/31/2022	Limited Liability Company: NEW YORK
Byrne Cortlandville, Inc.	FORMERLY C'Ville Yoghurt, Inc.	03/31/2022	Corporation: NEW YORK
C'Ville, LLC		03/31/2022	Limited Liability Company: NEW YORK
Byrne Holdings, Inc.		03/31/2022	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Manufacturers and Traders Trust Company
<b>Street Address:</b>	One M&T Plaza
<b>City:</b>	Buffalo
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14203
<b>Entity Type:</b>	Corporation: NEW YORK

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5067199	BYRNE DAIRY
Registration Number:	5011500	
Registration Number:	4992254	BYRNE HOLLOW FARM
Registration Number:	5207716	COOKIEWICH
Registration Number:	5105134	BROWNIEWICH
Registration Number:	5301375	IRISH MINT MILK
Registration Number:	5363375	BYRNE HOLLOW FARM
Registration Number:	5363376	
Registration Number:	5207253	BYRNE DAIRY & DELI
Registration Number:	6452558	BERRY AMERICAN

## CORRESPONDENCE DATA

Fax Number: 3155654658

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3155654558  
**Email:** ip@hancocklaw.com  
**Correspondent Name:** James P. Youngs  
**Address Line 1:** 100 Madison Street  
**Address Line 2:** 1800 AXA Tower I  
**Address Line 4:** Syracuse, NEW YORK 13202

<b>NAME OF SUBMITTER:</b>	James P. Youngs
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<b>SIGNATURE:</b>	/james p. youngs/
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<b>DATE SIGNED:</b>	04/01/2022
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**Total Attachments: 8**

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**FIRST AMENDMENT  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**by and among**

**BYRNE DAIRY INC., ULTRA DAIRY, LLC,  
BYRNE CORTLANDVILLE, INC., f/k/a C'VILLE YOGHURT, INC.,  
C'VILLE, LLC AND BYRNE HOLDINGS, INC.**

**and**

**MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent**

**Dated as of March 31, 2022**

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**FIRST AMENDMENT  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“**Amendment No. 1**”), is made and entered into as of March 31, 2022, by and among **MANUFACTURERS AND TRADERS TRUST COMPANY**, as Administrative Agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement defined below) (together with its successors and assigns in such capacity, the “**Administrative Agent**”); and **BYRNE DAIRY INC.**, a New York corporation (“**Byrne**”), **ULTRA DAIRY, LLC**, a New York limited liability company, **BYRNE CORTLANDVILLE, INC., f/k/a C’VILLE YOGHURT, INC.**, a New York corporation, **C’VILLE, LLC**, a New York limited liability company and **BYRNE HOLDINGS, INC.**, a New York corporation (together with each of their respective successors and permitted assigns, each a “**Borrower**”, and collectively, the “**Borrowers**”, and together with any Additional Grantors (as defined in the hereinafter defined Security Agreement), collectively and jointly and severally, the “**Grantors**”).

**W I T N E S S E T H:**

**WHEREAS**, the Borrowers, the Lenders and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement dated the date hereof (as the same may be amended, refinanced, replaced, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) which amends and restates in its entirety that certain Credit Agreement dated as of May 10, 2018, as amended (the “**Original Credit Agreement**”), pursuant to which the Lenders have committed to make certain loans and other extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

**WHEREAS**, the Grantors have granted a general security interest in all of their respective assets in favor of the Administrative Agent for the benefit of the Secured Parties (as defined in the Security Agreement) pursuant to the terms of that certain General Security Agreement dated as of May 10, 2018, as amended by that certain First Amendment to General Security Agreement dated as of December 1, 2019, that certain Second Amendment to General Security Agreement dated October 22, 2021, and that certain Third Amendment to General Security Agreement dated the date hereof (as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

**WHEREAS**, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, pursuant to the terms of a certain Intellectual Property Security Agreement dated as of May 10, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”); and

**WHEREAS**, in connection with the amendment, restatement and refinancing of the Original Credit Agreement, the Grantors and the Administrative Agent desire to amend the IP Security Agreement, in each case subject to, and in accordance with, the terms and conditions set forth in this Amendment No. 1.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Administrative Agent do hereby agree that capitalized terms used in this Amendment No. 1 and in the recitals hereto and not otherwise defined in this Amendment No. 1 or the recitals hereto shall have the meanings given such terms in the IP Security Agreement and do further agree as follows:

1. Amendment. Effective as of the Effective Date (as hereinafter defined), SCHEDULE 2 (TRADEMARKS) to the IP Security Agreement is hereby amended in its entirety and replaced by SCHEDULE 2 (TRADEMARKS) to this Amendment No 1.

2. Date of Effectiveness; Limited Effect. This Amendment No. 1 will be deemed effective as of the date first written above (the "Effective Date"). Except as expressly provided in this Amendment No. 1, all of the terms and provisions of the IP Security Agreement are and will remain in full force and effect and are hereby ratified, reaffirmed and confirmed in all respects by the parties hereto. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the IP Security Agreement or of any other Loan Document (as defined in the Credit Agreement) or as a waiver of or consent to any further or future action on the part of any party that would require the waiver or consent of the other parties. On and after the Effective Date, each reference in the IP Security Agreement to "this Agreement", "the Agreement", "hereunder", "hereof", "herein", or words of like import, and each reference to the IP Security Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with the IP Security Agreement and the other Loan Documents, will mean and be a reference to the IP Security Agreement as amended by this Amendment No. 1.

3. Representations And Warranties.

Each of the Grantors hereby represent and warrant with and to the Administrative Agent and the Lenders as follows:

(a) Representations and Warranties. (i) Each of the representations and warranties contained in the IP Security Agreement is true and correct in all material respects (without duplication of any materiality qualifier contained therein) on and as of the date hereof, except for any representation and warranty that relates by its terms only to a specified date (in which case, it shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) on and as of such date) and (ii) the IP Security Agreement remains in full force and effect and no Default or Event of Default exists, and after giving effect to this Amendment No. 1, no Default or Event of Default shall exist or arise therefrom.

(b) Binding Effect of Documents. This Amendment No. 1 has been duly executed and delivered to the Administrative Agent by each Grantor and is in full force and effect, as modified hereby.

(c) No Conflict, Etc. The execution, delivery and performance of this Amendment No. 1 by each Grantor will not violate any law, rule, regulation or order or contractual obligation or organizational document of such Grantor and will not result in, or require, the creation or imposition of any Lien on any of its properties or revenues, except for Permitted Liens (as defined in the Credit Agreement).

(d) Authority. Each Grantor has the corporate power and authority to (i) enter into this Amendment No. 1 and (ii) to do all acts and things as are required or contemplated hereunder to be done, observed and performed by it.

(e) Enforceability. The execution, delivery and performance of this Amendment No. 1 has been duly authorized by all necessary and appropriate corporate action of each Grantor and constitutes the legal, valid and binding obligation of each Grantor enforceable in accordance with its terms.

4. Provisions Of General Application.

(a) Effect of this Amendment No. 1. Nothing in this Amendment No. 1 is intended (or shall be construed) to constitute the consent of the Administrative Agent or any Lender to any other transaction, except as expressly provided herein. Except as set forth in Section 1 of this Amendment No. 1, no other changes or modifications to the IP Security Agreement are intended or implied and in all other respects the IP Security Agreement is hereby specifically ratified, reaffirmed, restated and confirmed by all parties hereto as of the Effective Date. The Grantors agree and acknowledge that the Secured Parties are relying upon the statements herein in amending, restating and refinancing the Original Credit Agreement and all indebtedness and obligations of the Grantors under the Credit Agreement and the other Loan Documents shall constitute "**Secured Obligations**" as defined in the Credit Agreement, and secured by the Security Agreement and the IP Security Agreement. To the extent of any conflict between the terms of this Amendment No. 1 and the Security Agreement or the IP Security Agreement, the terms of this Amendment No. 1 shall control. The IP Security Agreement and this Amendment No. 1 shall be read and construed as one agreement.

(b) Binding Effect. This Amendment No. 1 shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

(c) Survival of Representations and Warranties. All representations and warranties made in this Amendment No. 1 or any other document furnished in connection with this Amendment No. 1 shall survive the execution and delivery of this Amendment No. 1, and no investigation by the Administrative Agent or any Lender or any closing shall affect the representations and warranties or the right of the Administrative Agent and the Lenders to rely upon them.

(d) Severability. Any provision of this Amendment No. 1 held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment No. 1.

(e) Governing Law. THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

(f) Counterparts. This Amendment No. 1 may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed signature page of this Amendment No. 1 by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

(g) Headings. The headings in this Amendment No. 1 are for reference only and do not affect the interpretation of this Amendment No. 1.

(h) Entire Agreement. The IP Security Agreement as modified by this Amendment No. 1 embodies the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter hereof.

(i) Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this Amendment No. 1 upon request by the Administrative Agent.

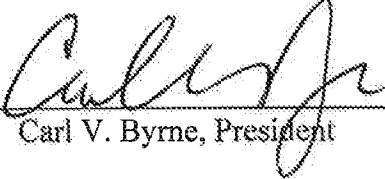
5. Waiver, Release and Disclaimer. To induce the Administrative Agent to enter into this Amendment No. 1, the Grantors hereby waive and release any claim, defense, demand, action or suit of any kind or nature whatsoever against the Lenders or the Administrative Agent arising on or prior to the date of this Amendment No. 1 in connection with the IP Security Agreement or any of the other Loan Documents, or any of the transactions contemplated thereunder, except that this Section 5 shall not waive or release any of the Lenders' or the Administrative Agent's contractual obligations under the IP Security Agreement or any of the other Loan Documents.

*[Remainder of page intentionally blank; signature pages follow]*

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to Intellectual Property Security Agreement to be duly executed by their respective officers thereunto duly authorized, as of the date first above written.

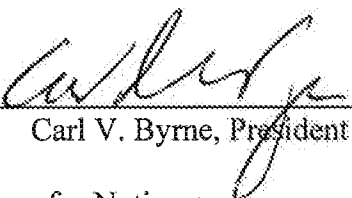
**GRANTORS:**

**BYRNE DAIRY INC.**

By:   
Carl V. Byrne, President

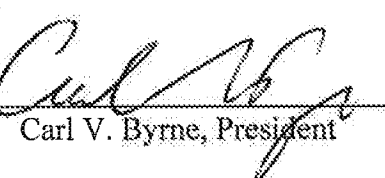
Address for Notices:  
2394 U.S. Route 11  
LaFayette, New York 13084

**BYRNE CORTLANDVILLE, INC.  
f/k/a C'VILLE YOGHURT, INC.**

By:   
Carl V. Byrne, President

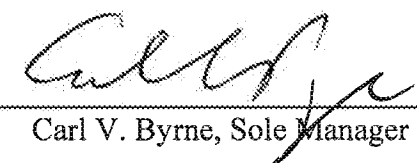
Address for Notices:  
2394 U.S. Route 11  
LaFayette, New York 13084

**ULTRA DAIRY, LLC  
BY: BYRNE DAIRY INC., as Sole Manager**

By:   
Carl V. Byrne, President

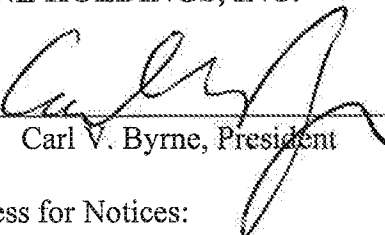
Address for Notices:  
2394 U.S. Route 11  
LaFayette, New York 13084

**C'VILLE, LLC  
BY: C'VILLE MANAGEMENT, LLC,  
Manager**

By:   
Carl V. Byrne, Sole Manager

Address for Notices:  
2394 U.S. Route 11  
LaFayette, New York 13084

**BYRNE HOLDINGS, INC.**

By:   
Carl V. Byrne, President

Address for Notices:  
2394 U.S. Route 11  
LaFayette, New York 13084



ADMINISTRATIVE AGENT:

MANUFACTURERS AND TRADERS  
TRUST COMPANY, in its capacity as  
Administrative Agent

By: 

Timothy P. McDevitt, Senior Vice President

*[Signature Page to First Amendment to IP Security  
Agreement - Administrative Agent]*

**TRADEMARK**  
**REEL: 007678 FRAME: 0203**

**SCHEDULE 2**

**TRADEMARKS**

**Trademark Registrations (All Owned by Byrne Dairy Inc.)**

<b>Mark</b>	<b>Agency</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Byrne Dairy (Standard Character) TM + SM	USPTO	86796117	5,067,199	10/25/16
Byrne Dairy – Cow, Barn, Sun (Stylized Design) TM + SM	USPTO	86797485	5,011,500	8/20/16
Byrne Hollow Farm (Stylized Logo) TM +SM	USPTO	86797703	4,992,254	7/5/16
Cookiewich (Standard Character)	USPTO	87026153	5,207,716	5/23/17
Browniewich (Standard Character)	USPTO	87073836	5,105,134	12/20/16
Irish Mint Milk (Standard Character) TM	USPTO	87373376	5,301,375	10/3/17
Byrne Hollow Farm (Standard Character) TM+SM	USPTO	87405016	5,363,375	12/26/17
Byrne Hollow Farm (Stylized Design) TM	USPTO	87405057	5,363,376	12/26/17
Byrne Dairy & Deli (Standard Character) SM	USPTO	86797553	5,207,253	5/23/17
Berry American (Standard Character) TM	USPTO	90278066	6,452,558	8/17/21

- \* Registered Trademarks Nos. 5,363,376; 5,301,375; 5,207,716; 5,105,134; 5,207,253; 5,067,199; 5,011,500 and various other unregistered trademarks of Byrne Dairy Inc. have been licensed to Upstate Niagara Cooperative, Inc. ("Upstate") on a non-exclusive basis pursuant to the terms of a Trademark License and Use Agreement dated as of November 29, 2019 by and between Byrne Dairy Inc. and Upstate.

**Trademark Applications**

None.