

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gilman Cheese Corporation		05/23/2022	Corporation: WISCONSIN
Dairyfood USA, Inc.		05/23/2022	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Old Second National Bank, as Agent		
Street Address:	333 West Wacker Drive, Suite 1010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4939979	GILMAN CHEESE CORPORATION	
Registration Number:	5746425	TASTY COW	
Registration Number:	4756626	QUESO DE CASA	
Registration Number:	5572863	DF DAIRYFOOD USA INCORPORATED	
Registration Number:	5381063	BLUE MOUND CREAMERY	
Registration Number:	2455114	GLACIER RIDGE FARMS	
Registration Number:	2126389	DUTCH'S CHOICE	
Registration Number:	1934416	DAIRYFOOD USA	
Registration Number:	1531061	CHEESE FESTIVAL	
Registration Number:	1286201	SMOKY	
Registration Number:	0872695	SHARPY	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		

OP \$290.00 4939979

Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 8374.002

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 05/23/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of May 23, 2022 by Gilman Cheese Corporation, a Wisconsin corporation ("Gilman"), and DairyFood USA, Inc., a Wisconsin corporation ("DairyFood"), and together with Gilman, each, a "Grantor", and collectively, "Grantors"), in favor of Old Second National Bank, as agent for the lenders party to the Credit Agreement referenced below ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantors, Grantee and the other parties thereto are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors by Grantee and the lenders under the Credit Agreement;

WHEREAS, pursuant to the terms of that certain Security Agreement of event date herewith among Grantors, Grantee and the other parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantors have granted to Grantee a security interest in substantially all of Grantors' assets, including, without limitation, all right title and interest of each Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all of the Obligations;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to 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 Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Each Grantor warrants and represents to Grantee that:

(i) such Grantor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Trademark of such Grantor, free from any Liens or other restrictions, claims, rights, encumbrances or burdens (other than Permitted Liens);

(ii) such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) such Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Grantor agrees that until the Obligations have been paid in full pursuant to the terms of the Credit Agreement, such Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and each Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. New Trademarks. If, before the Obligations have been paid in full pursuant to the terms of the Credit Agreement, any Grantor shall (i) become aware of any existing Trademarks of which such Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to Grantee prompt written notice thereof. Each Grantor hereby authorizes Grantee to supplement and modify this Agreement by amending Schedule 1 to include any such Trademarks.

6. Duties of Grantors. With respect to Trademarks that are owned by each Grantor, such Grantor shall, to the extent determined by such Grantor in its reasonable business judgment to be necessary in the operation of such Grantor's business, use commercially reasonable efforts, (i) to file and prosecute diligently any and all trademark applications or service mark applications that are part of such Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (ii) to preserve and maintain all rights in such Trademarks and (iii) to ensure that such Trademarks are and remain enforceable.

7. Grantee's Right to Sue. Upon the occurrence and during the continuance of a Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, each Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all out-of-pocket costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement or the Security Agreement, or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Grantee, upon the occurrence and during the continuance of a Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full pursuant to the terms of the Credit Agreement. Each Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to any Grantor.


9. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. Counterparts. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GILMAN CHEESE CORPORATION, a
Wisconsin corporation

By: 
Name: Sequoyia Borgman
Title: Vice President

DAIRYFOOD USA, INC., a Wisconsin corporation


By: 
Name: Sequoyia Borgman
Title: Vice President

Agreed and Accepted

As of the Date First Written Above:

OLD SECOND NATIONAL BANK, as Agent

By:




Name: *NICK ABRAMO*

Title: *Vice President*

SCHEDULE 1

TRADEMARKS

OWNER	TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
Gilman Cheese Corporation		86691341	4939979	04/19/16
Dairyfood USA, Inc.	TASTYCOW and design 	87603745	5746425	05/07/19
Dairyfood USA, Inc.	QUESO DE CASA	86043632	4756626	06/16/15
Dairyfood USA, Inc.	DF DAIRYFOOD USA INCORPORATED and design 	86787312	5572863	10/02/18
Dairyfood USA, Inc.	BLUE MOUND CREAMERY	86766925	5381063	01/16/18
Dairyfood USA, Inc.	GLACIER RIDGE FARMS	76008578	2455114	05/29/01
Dairyfood USA, Inc.	DUTCH'S CHOICE	75976559	2126389	12/30/97
Dairyfood USA, Inc.	DAIRYFOOD USA	74480291	1934416	11/07/95
Dairyfood USA, Inc.	CHEESE FESTIVAL	73744382	1531061	03/21/89
Dairyfood USA, Inc.	SMOKY	73428404	1286201	07/17/84
Dairyfood USA, Inc.	SHARPY	72298761	0872695	07/08/69