

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731510

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gehl Foods, LLC		05/31/2022	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ankura Trust Company, LLC, as administrative agent		
<b>Street Address:</b>	140 Sherman Street, 4th Floor		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5312761	GEHL'S	
<b>Registration Number:</b>	1845772	GEHL'S	
<b>Registration Number:</b>	3094308	GREAT PLAINS DAIRY	
<b>Registration Number:</b>	2051069	HOT TOP 2	
<b>Registration Number:</b>	2141781	MAIN ST CAFÉ	
<b>Serial Number:</b>	87103494	GEHL'S	
<b>Serial Number:</b>	74403442	GEHL'S	
<b>Serial Number:</b>	78512494	GREAT PLAINS DAIRY	
<b>Serial Number:</b>	74399955	HOT TOP 2	
<b>Serial Number:</b>	75043455	MAIN ST CAFÉ	
<b>Serial Number:</b>	88798608	MAIN ST CAFÉ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		

CH \$290.00 5312761

**Address Line 2:** Milbank, LLP  
**Address Line 4:** Washington, D.C. 20006

**ATTORNEY DOCKET NUMBER:** 39165.00018

**NAME OF SUBMITTER:** Javier J. Ramos

**SIGNATURE:** /Javier J. Ramos/

**DATE SIGNED:** 05/31/2022

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2022, is made by Gehl Foods, LLC (the “Grantor”), in favor of Ankura Trust Company, LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 31, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, GF Assets Holdings Corporation (“Holdings”), Holdings and certain subsidiaries of the Borrower, Wingspire Capital, LLC, as Revolver Agent, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, the Administrative Agent and the Revolver Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security 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 Obligations of the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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 each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. 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 6. 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.

[SIGNATURE PAGES FOLLOW]

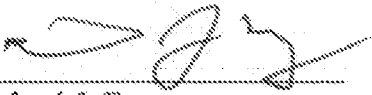
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GEHL FOODS, LLC,**  
as Grantor

By:   
Name: Craig Lemieux  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**ANKURA TRUST COMPANY, LLC,**  
as Administrative Agent

By:   
Name: Michael J. Fey  
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007739 FRAME: 0366**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	Owner	Mark	Registration No.	Status	Reg. Date
U.S.A.	Gehl Foods, LLC	GEHL'S & Design	5312761	Registered	10/17/2017
U.S.A.	Gehl Foods, LLC	GEHL'S (Stylized)	1845772	Registered	7/19/1994
U.S.A.	Gehl Foods, LLC	GREAT PLAINS DAIRY	3094308	Registered	5/16/2006
U.S.A.	Gehl Foods, LLC	HOT TOP 2 & Design	2051069	Registered	4/8/1997
U.S.A.	Gehl Foods, LLC	MAIN ST. CAFÉ	2141781	Registered	3/10/1998
U.S.A.	Gehl Foods, LLC	MAIN ST. CAFÉ	N/A	Pending	2/14/2020

2. TRADEMARK APPLICATIONS

Country	Owner	Mark	App. No.	App. Date
U.S.A.	Gehl Foods, LLC	GEHL'S & Design	87/103494	7/14/2016
U.S.A.	Gehl Foods, LLC	GEHL'S (Stylized)	74/403442	6/16/1993
U.S.A.	Gehl Foods, LLC	GREAT PLAINS DAIRY	78/512494	11/5/2004
U.S.A.	Gehl Foods, LLC	HOT TOP 2 & Design	74/399955	6/7/1993

U.S.A.	Gehl Foods, LLC	MAIN ST. CAFÉ	75/043455	1/17/1996
U.S.A.	Gehl Foods, LLC	MAIN ST. CAFÉ	88/798608	2/14/2020