

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC CHEESE CO., INC.		07/19/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF THE WEST		
Street Address:	300 S. GRAND AVENUE		
Internal Address:	7TH FLOOR		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	A COMMERCIAL BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5548539	MONTEREY FARMS	
Registration Number:	5493062	QUESO PACIFICO	
Registration Number:	2874031	BELLA FOGLIA	
Registration Number:	2719273	CASCADE DAIRY	
Registration Number:	1791757	NORTH BEACH	
Registration Number:	1807759	OLD AMSTERDAM	
Registration Number:	1764701	FAMOUS ITALIAN STYLE NORTH BEACH	
Registration Number:	1389263	PACIFIC CHEESE	
Registration Number:	1390090	CHESWICK	
Registration Number:	1390089	GRAND EUROPEAN	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	2138910700		
Email:	pnulud@buchalter.com, mmandel@buchalter.com, shinojosa@buchalter.com		
Correspondent Name:	PHILIP NULUD/MONICA MANDEL/S. HINOJOSA		
Address Line 1:	BUCHALTER		

CH \$265.00 5548539

Address Line 2: 1000 WILSHIRE BOULEVARD, SUITE 1500
Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER: V. MONICA MANDEL

SIGNATURE: /V. Monica Mandel/

DATE SIGNED: 07/19/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of July, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Bank of the West ("Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 19, 2022 (as may be amended or restated from time to time, the "Credit Agreement"), entered into by and among PACIFIC CHEESE CO., INC., a California corporation ("Borrower"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Bank, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on **Schedule I**;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not

allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PACIFIC CHEESE CO., INC.,
a California corporation

By:  _____

Name: Raymond Smith

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

BANK OF THE WEST

By: *Nicki Schroeder*

Name: Nicki Schroeder

Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 007794 FRAME: 0936

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Pacific Cheese Co., Inc.	United States	Monterey Farms	Application No. 87/534785 Registration No. 5548539	August 28, 2018
Pacific Cheese Co., Inc.	United States	Queso Pacifico	Application No. 87/262768 Registration No. 5493062	June 12, 2018
Pacific Cheese Co., Inc.	United States	Bella Foglia	Application No. 76-542205 Registration No. 2874031	August 17, 2004
Pacific Cheese Co., Inc.	United States	Cascade Dairy	Application No. 76/438682 Registration No. 2719273	May 27, 2003
Pacific Cheese Co., Inc.	United States	North Beach	Application No. 74/297825 Registration No. 1791757	September 7, 1993
Pacific Cheese Co., Inc.	United States	Old Amsterdam	Application No. 74363509 Registration No. 1807759	November 30, 1993
Pacific Cheese Co., Inc.	United States	Famous Italian Style North Beach	Application No. 74-297477 Registration No. 1764701	April 13, 1993
Pacific Cheese Co., Inc.	United States	Pacific Cheese	Application No. 73-544515 Registration No. 1389263	April 8, 1986
Pacific Cheese Co., Inc.	United States	Cheswick	Application No. 73/540228 Registration No. 1390090	April 14, 1986
Pacific Cheese Co., Inc.	United States	Grand European	Application No. 73/540228 Registration No. 1390089	April 15, 1986

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

Name of Grantor	Name of Agreement	Date of Agreement	Mark
Costco Wholesale Corporation	Costco Wholesale Private Label Agreement	January 4, 2013	Costco, Kirkland Signature
Wal-Mart Stores, Inc.	Walmart Grocery Supplier Agreement	October 19, 2015	Great Value
Sysco Merchandising and Supply Chain Services, Inc.	Bid Award Purchase Agreement	February 21, 2014 (This agreement has expired; Borrower continues to perform under its terms)	Arrezzo, Block and Barrel, Casa Solano, Imperial