

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lamb Co-Operative, Inc.		08/18/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West		
Internal Address:	18th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2609810	DIAMOND VALLEY	
Registration Number:	2766242	FOUR SEASONS	
Registration Number:	2766240	FOUR SEASONS	
Registration Number:	2774777	SOUTHERN CROSS	
Registration Number:	2639302	DIAMOND VALLEY	
Registration Number:	2777343	OPAL VALLEY	
Registration Number:	5149321	NEW ZEALAND SPRING LAMB	
Registration Number:	5968641	NEW ZEALAND SPRING LAMB	
Registration Number:	5985613	OPAL VALLEY AUSTRALIAN LAMB	
Registration Number:	6038485	NEW ZEALAND GRASS FED LAMB	
Registration Number:	6446628	NEW ZEALAND SPRINGVALE GRASS FED BEEF	
Registration Number:	6577364	THE LAMB COMPANY GRASS FED LAMB & BEEF	
CORRESPONDENCE DATA			
Fax Number:			
<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:	18888295817		
Email:	john.cunningham@wolterskluwer.com		

OP \$315.00 2609810

Correspondent Name: CT Corporation
Address Line 1: 208 South LaSalle St.
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Diandra M. LaMantia
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	09/07/2022

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lamb Co-Operative, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: New Jersey
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 18, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 100 King Street West, 18th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1A1

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s) _____

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-845-3274

Docket Number: _____

Email Address: lamantia@chapman.com

6. Total number of applications and registrations involved:

12

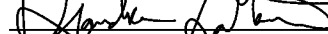
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: , for Chapman and Cutler LLP

Signature

August 19, 2022

Date

Diandra M. LaMantia, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

TRADEMARK COLLATERAL AGREEMENT

This 18th day of August, 2022, The Lamb Co-Operative, Inc., a New Jersey corporation (“*Debtor*”) with its principal place of business and mailing address at 3A Gateway Blvd., Pedricktown, NJ, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, with its mailing address at 100 King Street West, 18th Floor, Toronto Ontario M5X 1A1, and its successors and assigns (“*Agent*”), and grants to Agent a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles, other than Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York, that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE LAMB CO-OPERATIVE, INC.

By 
Name MICHAEL ALI
Title CFO

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Administrative Agent

By 
Name Daniel To
Title Director, Asset Based Lending

SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Diamond Valley	2,609,810	August 20, 2002
Four Seasons	2,766,242	September 23, 2003
Four Seasons & Design	2,766,240	September 23, 2003
Southern Cross	2,774,777	October 21, 2003
Diamond Valley & Design	2,639,302	October 22, 2002
OPAL Valley	2,777,343	October 28, 2003
New Zealand Spring Lamb	5,149,321	February 28, 2017
New Zealand Spring Lamb & Design	5,968,641	January 21, 2020
OPAL Valley & Design	5,985,613	February 11, 2020
New Zealand Grass Fed Lamb & Design	6,038,485	April 20, 2021
New Zealand Springvale Grass Fed Beef	6,446,628	August 10, 2021
THE LAMB COMPANY GRASS FED LAMB & BEEF & Design	6,577,364	November 30, 2021

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
NONE.		