

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bier Kase, LLC		09/14/2022	Limited Liability Company: OHIO
Apollo Sky, Inc.		09/14/2022	Corporation: OHIO
Biery Cheese Co.		09/14/2022	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	CIT Northbridge Credit LLC		
Street Address:	11 West 42nd Street		
Internal Address:	13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5020466	APOLLO SKY TRANSPORTATION/LOGISTICS	
Registration Number:	5020402	APOLLO SKY	
Registration Number:	5578992	BIER KÄSE LAND MANAGEMENT WAREHOUSING MA	
Registration Number:	6502888	UPROOTED	
Registration Number:	2789461	AMISH DELIGHTS	
Registration Number:	5015986	BIERY EXCELLENCE SINCE 1929	
Registration Number:	5286793	DELICIOUSLY CRAFTED CHEESES	
Registration Number:	6448985	GAME DAY	
Registration Number:	5302327	GAME ON	
Registration Number:	5291520	GRILLIN' GREATS	
Registration Number:	5302229	OBSESSIVE CHEESE DISORDER	
Registration Number:	5286792	THINCREDIBLES	
Registration Number:	1398701	CHRISTMAS CHEDDAR	
Registration Number:	1406939		
Registration Number:	1397004	HOLIDAY SWISS	
Registration Number:	5656808	CHEDDARS OF AMERICA EXCELLENCE SINCE 192	
		TRADEMARK	

CH \$415.00 5020466

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 14155911000
Email: TrademarksCH@winston.com
Correspondent Name: Becky L. Troutman, Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/ mp
DATE SIGNED:	01/17/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 14, 2022, between Bier Kase, LLC, an Ohio limited liability company, APOLLO SKY, INC., an Ohio corporation and BIERY CHEESE CO., an Ohio corporation (each a “Grantor”, and collectively, the “Grantors”) and CIT Northbridge Credit LLC, a Delaware limited liability company, as administrative agent for the Lenders as defined in the Loan Agreement defined below (in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Grantors, Biery DISC, Inc., an Ohio corporation and Homestead – Leasing, Inc., an Ohio corporation, as Borrowers, the other Persons from time to time party to the Loan Agreement as Guarantors, the financial institutions party to the Loan Agreement from time to time as Lenders, and Agent, Lenders have agreed to make Loans to the Borrowers; and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver to the Agent, for the benefit of the Secured Parties, 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 capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

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

(d) all products and proceeds 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 licensed trademark or (ii) injury to the goodwill associated with any trademark or any licensed trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the 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 Obligations and would be owed by each Grantor to Agent or any Secured Party whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving such Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall promptly notify Agent in writing of any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such 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 Agent'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, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references

herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of laws principles.

[Signatures Immediately Follow]

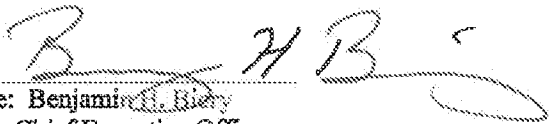
IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTORS:

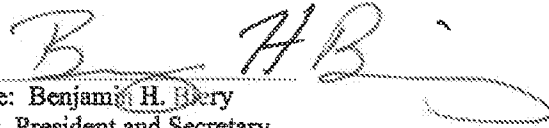
APOLLO SKY, INC.

By: 
Name: Benjamin H. Biery
Title: President and Secretary

BIERY CHEESE CO.

By: 
Name: Benjamin H. Biery
Title: Chief Executive Officer

BIER KASE, LLC

By: 
Name: Benjamin H. Biery
Title: President and Secretary

ACKNOWLEDGED AND AGREED:

CIT NORTHBRIDGE CREDIT LLC,
as Agent

By: 

Name: Prapti Basnet

Title: Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK

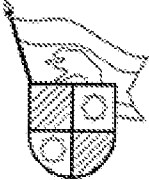

REEL: 007947 FRAME: 0799

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Reg. No.</u>
APOLLO SKY TRANSPORTATION/LOGISTICS and Design 	APOLLO SKY, INC.	USA	5020466
APOLLO SKY	APOLLO SKY, INC.	USA	5020402
BIER KÄSE LAND MANAGEMENT WAREHOUSING MANAGEMENT and Design 	Bier Kase, LLC	USA	5578992
UPROOTED	BIERY CHEESE CO.	USA	6502888
AMISH DELIGHTS	BIERY CHEESE CO.	USA	2789461
BIERY EXCELLENCE SINCE 1929 and Design 	BIERY CHEESE CO.	USA	5015986
DELICIOUSLY CRAFTED CHEESES (Stylized) <i>Deliciously Crafted Cheeses</i>	BIERY CHEESE CO.	USA	5286793

GAME DAY	BIERY CHEESE CO.	USA	6448985
GAME ON	BIERY CHEESE CO.	USA	5302327
GRILLIN' GREATS	BIERY CHEESE CO.	USA	5291520
OBSESSIVE CHEESE DISORDER	BIERY CHEESE CO.	USA	5302229
THINCREDIBLES	BIERY CHEESE CO.	USA	5286792
CHRISTMAS CHEDDAR	BIERY CHEESE CO.	USA	1398701
Design Only 	BIERY CHEESE CO.	USA	1406939
HOLIDAY SWISS	BIERY CHEESE CO.	USA	1397004
CHEDDARS OF AMERICA EXCELLENCE SINCE 1929 BIERY and Design 	BIERY CHEESE CO.	USA	5656808

Trademark Security Agreement

AmericasActive:17357281.4

RECORDED: 01/17/2023

TRADEMARK
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