

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CFD Next LLC		03/27/2023	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	41 South High Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4737042	CLOVER FARMS	
Registration Number:	3351447	FARMERS'	
Registration Number:	1956990	FARMERS'	
Registration Number:	1542761	JOG	
Registration Number:	6909198	CLOVER FARMS	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	250 West Street, Suite 700		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	03/28/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of March 27, 2023, by CFD NEXT LLC, a Pennsylvania limited liability company ("Grantor"), in favor of THE HUNTINGTON NATIONAL BANK, as lender under the Credit Agreement described below (in such capacity, "Secured Party"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

W I T N E S S E T H

WHEREAS, Grantor, Cream-O-Land Dairies, LLC, a New Jersey limited liability company, Cream O Land Dairy, Inc., a New Jersey corporation, Island Dairy, LLC, a Florida limited liability company, and CFD Transportation LLC, a Pennsylvania limited liability company (together with their successors and permitted assigns, collectively, the "Borrowers" and each individually, a "Borrower"), and Secured Party, as lender, are parties to that certain Credit and Security Agreement, dated as of May 12, 2014, by and among the Borrowers and the Bank (as amended by that certain First Amendment to Credit and Security Agreement dated as of July 23, 2014, as further amended by that certain Second Amendment to Credit and Security Agreement dated as of May 19, 2015, as further amended by that certain Third Amendment to Credit and Security Agreement dated as of May 12, 2017, as further amended by that certain Fourth Amendment to Credit and Security Agreement dated as of August 9, 2017, as further amended by that certain Fifth Amendment to Credit and Security Agreement dated as of October 13, 2017, as further amended by that certain Sixth Amendment to Credit and Security Agreement dated as of December 19, 2017, as further amended by that certain Seventh Amendment to Credit and Security Agreement dated as of December 14, 2018, as further amended by that certain Eighth Amendment to Credit and Security Agreement dated as of October 23, 2020, as further amended by the Consent, Joinder and Ninth Amendment to Credit and Security Agreement of even date herewith (the "Ninth Amendment"), and as further amended, restated, supplemented or otherwise modified from time to time, collectively, the "Credit Agreement"), pursuant to which Secured Party has agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the "Loans"); and

WHEREAS, it is a condition to the effectiveness of the Amendment and to Secured Party's obligation to continue to make the Loans to the Borrowers that Grantor execute and deliver this Agreement to Lender.

AGREEMENT

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, the parties hereto hereby agree as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule A hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and

payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including, without limitation, the right to settle suits involving claims and demands for royalties owing; (f) all rights corresponding to any of the foregoing throughout the world; and (g) all Internet domain names and other identifiers of Grantor and all rights connected therewith; provided that, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided further that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

2. **CREDIT AND SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein, *mutatis mutandis*.

3. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks or trademark applications, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to Secured Party with respect to any such new trademarks or trademark applications, as applicable. Without limiting Grantor's obligations under this **Section 3**, Grantor hereby authorizes Secured Party to unilaterally modify this Agreement by amending **Schedule A** to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from the continuing security interest of Secured Party in all the Trademark Collateral, whether or not reflected on **Schedule A**.

4. **COUNTERPARTS.** This 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 Agreement 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 by e-mail transmission shall be deemed an original signature hereto.

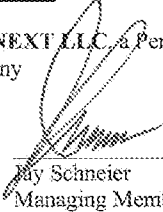
5. **GOVERNING LAW.** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OHIO APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Pages Follow]

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

GRANTOR:

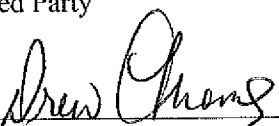
CFD NEXT LLC, a Pennsylvania limited liability company

By: 
Name: Jay Schneier
Title: Managing Member



*Signature Page to
Trademark Security Agreement*

Agreed and accepted as of the date first written above:

THE HUNTINGTON NATIONAL BANK,
as Secured Party

By: 
Name: Drew Thomas
Title: Senior Vice President

Schedule A

Mark	Reg. Date; Reg. No.	Goods	Status; Next Deadline	Owner
“CLOVER FARMS” ^{1,2}	05/19/2015; 4,737,042	<u>Class 029</u> : Milk, chocolate milk, egg nog, half and half, heavy cream, light cream, and whipping cream	Registered ; Renewal Due by 05/19/2025	CFD NEXT LLC
“FARMERS” [Stylized] 	12/11/2007; 3,351,447	<u>Class 030</u> : Iced tea	Registered ; Next Renewal Due by 12/11/2027	CFD NEXT LLC
“FARMERS” [Stylized] 	02/20/1996; 1,956,990	<u>Class 029</u> : milk, and dairy products, excluding ice cream, ice milk and frozen yogurt	Registered ; Next Renewal Due by 02/20/2026	CFD NEXT LLC
“JOG”	06/06/1989; 1,542,761	<u>Class 029</u> : Low fat milk	Registered ; Next Renewal Due by 06/06/2029	CFD NEXT LLC

¹ Use limited to Eastern United States, namely, the states of Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, the District of Columbia, and the Commonwealth of Puerto Rico – as per 2013 Settlement Agreement with Clover Stornetta Farms, Inc.

² 2013 Settlement Agreement with Cloverland Dairy Limited Partnership prohibits use of this mark on any “private labelled” products for any customer, where “private labelled” is defined as any “products manufactured, or produced, by [Clover Farms] for a customer to be sold by the customer under the customer’s house brand or trademark”, unless required by law and except for any customers for which Clover Farms was already providing such products as of the date of the 2013 Settlement Agreement (if any).

Mark	Reg. Date; Reg. No.	Goods	Status; Next Deadline	Owner
"CLOVER FARMS" ^{3,4}	11/29/2022; 6,909,198	<u>Class 030</u> : Iced tea; Tea-based beverages; Tea-based beverages containing lemonade; Tea-based beverages containing fruit drinks; and <u>Class 032</u> : Fruit drinks and fruit juices	Registered; Declaration of Use (or Excusable Nonuse) due between 11/29/2027 and 11/29/2028.	CFD NEXT LLC

³ Use limited to Eastern United States, namely, the states of Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, the District of Columbia, and the Commonwealth of Puerto Rico – as per 2013 Settlement Agreement with Clover Stornetta Farms, Inc.

⁴ 2013 Settlement Agreement with Cloverland Dairy Limited Partnership prohibits use of this mark on any "private labelled" products for any customer, where "private labelled" is defined as any "products manufactured, or produced, by [Clover Farms] for a customer to be sold by the customer under the customer's house brand or trademark", unless required by law and except for any customers for which Clover Farms was already providing such products as of the date of the 2013 Settlement Agreement (if any).