

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828294

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Foremost Farms USA, Cooperative		07/31/2023	Cooperative Association: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Agent		
<b>Street Address:</b>	320 South Canal Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	301356	FOREMOST	
<b>Registration Number:</b>	601918	FOREMOST	
<b>Registration Number:</b>	746310	TEKLAC	
<b>Registration Number:</b>	747696	NUTRITEK	
<b>Registration Number:</b>	1032455	FORETEIN	
<b>Registration Number:</b>	1036344	LACTO-G	
<b>Registration Number:</b>	1113724	DARITEK	
<b>Registration Number:</b>	1425851	LO-LAC	
<b>Registration Number:</b>	1982597	F FOREMOST FARMS USA	
<b>Registration Number:</b>	1982598	FOREMOST FARMS USA	
<b>Registration Number:</b>	1984139	F FOREMOST FARMS USA	
<b>Registration Number:</b>	2007937	F	
<b>Registration Number:</b>	2047467	1950 127 BRAND	
<b>Registration Number:</b>	2063706	FOREMOST FARMS USA	
<b>Registration Number:</b>	3053174	FOREMOST F	
<b>Registration Number:</b>	3112095		
<b>Registration Number:</b>	3123316	COW-LEGE CASH	
<b>Registration Number:</b>	3150450	F	
<b>Registration Number:</b>	4728885	NUTRITEK	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	5222605	FOREMOST FARMS USA
Registration Number:	5566557	UPSCALE

**CORRESPONDENCE DATA**

**Fax Number:** 8888295819

*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:** 8888295817

**Email:** results-uccteam2@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 208 South LaSalle St.

**Address Line 2:** Suite 814

**Address Line 4:** Chicago, ILLINOIS 60604

<b>NAME OF SUBMITTER:</b>	Michelle A. Covert
<b>SIGNATURE:</b>	/Michelle A. Covert/
<b>DATE SIGNED:</b>	07/31/2023

**Total Attachments: 7**  
source=IP trademark#page1.tif  
source=IP trademark#page2.tif  
source=IP trademark#page3.tif  
source=IP trademark#page4.tif  
source=IP trademark#page5.tif  
source=IP trademark#page6.tif  
source=IP trademark#page7.tif

# 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):

Foremost Farms USA, Cooperative

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Cooperative Association

Citizenship (see guidelines) Wisconsin

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) July 31, 2023

- 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: BMO Harris Bank N.A., as Agent

Street Address: 320 South Canal Street

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other National Associa Citizenship USA

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 \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A attached hereto

See Schedule A attached hereto

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: Michelle A. Covert

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: IL Zip: 60606

Phone Number: 312-845-2959

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 6. Total number of applications and registrations involved:

21

### 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: Michelle A. Covert for Chapman and Cutler LLP

July 31, 2023

Signature

Date

Michelle A. Covert, Paralegal

Total number of pages including cover sheet, attachments, and document:  7

Name of Person Signing

**TRADEMARK COLLATERAL AGREEMENT**

This 31st day of July, 2023, FOREMOST FARMS USA, COOPERATIVE, a cooperative association organized under the laws of the State of Wisconsin (“*Debtor*”) with its principal place of business and mailing address at 8401 Greenway Boulevard, Suite 600 Middleton, Wisconsin 53562 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 BMO HARRIS BANK N.A., a national banking association (“*BMO Harris*”), with its mailing address at 320 South Canal Street, Chicago, Illinois 60606, acting as administrative agent for the Secured Creditors as defined in the Credit Agreement (BMO Harris acting as such administrative agent and any successor or successors to BMO Harris acting in such capacity being hereinafter referred to as the “*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 dated as of July 31, 2023 among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”). Except as otherwise defined herein, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement or Credit Agreement, as applicable.

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 or Amendment to Allege 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 Trademark Collateral 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 Illinois, without regard to conflicts of law principles 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 and the other Loan Documents including, without limitation, any Assignment shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Illinois State Electronic Commerce Security Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[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.

FOREMOST FARMS USA, COOPERATIVE

By   
Name: Robert Bascom  
Title: Senior Vice President & Chief  
Financial Officer

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

BMO HARRIS BANK N.A.

By   
Name: Meaghan E. Jacobsen  
Title: Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT  
REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No./Reg. No.</b>	<b>Registration/Filing Date</b>	<b>Status</b>	<b>Int. Classes</b>	<b>Owner</b>
<b>FOREMOST</b>	United States	Reg. No. 301356	2/28/1933	Live	030	Foremost Farms USA, Cooperative
<b>FOREMOST</b>	United States	Reg. No. 601918	2/8/1955	Live	029	Foremost Farms USA, Cooperative
<b>TEKLAC</b>	United States	Reg. No. 746310	3/5/1963	Live	-	Foremost Farms USA, Cooperative
<b>NUTRITEK</b>	United States	Reg. No. 747696	4/2/1963	Live	-	Foremost Farms USA, Cooperative
<b>FORETEIN</b>	United States	Reg. No. 1032455	2/3/1976	Live	030	Foremost Farms USA, Cooperative
<b>LACTO-G</b>	United States	Reg. No. 1036344	3/23/1976	Live	031	Foremost Farms USA, Cooperative
<b>DARITEK</b>	United States	Reg. No. 1113724	2/20/1979	Live	029	Foremost Farms USA, Cooperative
<b>LO-LAC</b>	United States	Reg. No. 1425851	1/20/1987	Live	029	Foremost Farms USA, Cooperative
<b>Design</b>	United States	Reg. No. 1982597	6/25/1996	Live	035	Foremost Farms USA, Cooperative

<b>Design</b>	United States	Reg. No. 1982598	6/25/1996	Live	035	Foremost Farms USA, Cooperative
<b>Design</b>	United States	Reg. No. 1984139	7/2/1996	Live	035	Foremost Farms USA, Cooperative
<b>Design</b>	United States	Reg. No. 2007937	10/15/1996	Live	035	Foremost Farms USA, Cooperative
<b>1950 127 Brand</b>	United States	Reg. No. 2047467	3/25/1997	Live	029	Foremost Farms USA, Cooperative
<b>FOREMOST FARMS USA</b>	United States	Reg. No. 2063706	5/20/1997	Live	035	Foremost Farms USA, Cooperative
<b>Design</b>	United States	Reg. No. 3053174	1/31/2006	Live	029	Foremost Farms USA, Cooperative
<b>Design</b>	United States	Reg. No. 3112095	7/4/2006	Live	036	Foremost Farms USA, Cooperative
<b>COW-LEGE CASH</b>	United States	Reg. No. 3123316	8/1/2006	Live	036	Foremost Farms USA, Cooperative
<b>Design</b>	United States	Reg. No. 3150450	10/3/2006	Live	001; 029; 032	Foremost Farms USA, Cooperative
<b>NUTRITEK</b>	United States	App. No. 86198076 Reg. No. 4728885	4/28/2015	Live	-	Foremost Farms USA, Cooperative
<b>Foremost Farms USA</b>	United States	App. No. 87/226,434 Reg. No. 5222605	6/13/2017	Live	-	Foremost Farms USA, Cooperative
<b>UPSCALE</b>	United States	App. No.	9/1//2018	Live	005; 031	Foremost



		87/330,581 Reg. No. 5566557				Farms USA, Cooperative
--	--	-----------------------------------	--	--	--	------------------------------