

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
California Dairies, Inc.		09/27/2023	Corporation: CALIFORNIA
DairyAmerica, Inc.		09/27/2023	Corporation: CALIFORNIA
Challenge Dairy Products, Inc.		09/27/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CoBank, ACB		
Street Address:	6340 S. Fiddlers Green Circle		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a federally chartered instrumentality: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	7076487	IN GOOD HANDS	
Registration Number:	6971269	CHALLENGE BUTTER CHURNED FRESH DAILY SIN	
Registration Number:	2042388	DAIRYAMERICA	
Registration Number:	0113635		
Serial Number:	97426497	DAIRY MAID	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127666911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	09/27/2023		

OP \$140.00 7076487

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “**Agreement**”) is entered into as of September 27, 2023 by California Dairies, Inc., a California corporation (the “**Borrower**”), DairyAmerica, Inc., a California corporation (“**DairyAmerica**”), and Challenge Dairy Products, Inc., a California corporation (“**Challenge Dairy**”, and together with the Borrower and DairyAmerica, collectively, the “**Grantors**”), for the benefit of CoBank, ACB, a federally chartered instrumentality of the United States, in its capacity as administrative agent under the Credit Agreement described below (in such capacity, the “**Administrative Agent**”).

The Borrower, the Lenders and the Administrative Agent are parties to a Credit Agreement dated September 29, 2009, as amended and restated pursuant to an Amended and Restated Credit Agreement dated as of April 18, 2014, as further amended and restated pursuant to a Credit Agreement dated as of August 31, 2018, and as further amended and restated pursuant to a Credit Agreement dated as of July 29, 2021 (as so amended and as otherwise amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”), which Existing Credit Agreement sets forth the terms on which the Lenders (as defined in the Existing Credit Agreement) have extended certain credit facilities to the Borrower.

WHEREAS, pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Borrower, the Lenders and the Administrative Agent have amended and restated the Existing Credit Agreement in its entirety without novating any of the indebtedness arising under the Existing Credit Agreement.

WHEREAS, to secure the Obligations (as defined in the Credit Agreement), among other things, the Grantors executed and delivered to the Administrative Agent a Security Agreement dated as of September 29, 2009 (as amended, restated, supplemented (including by joinder) or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, as a condition to extending credit under the Credit Agreement to or for the account of the Borrower, the Administrative Agent has required the execution and delivery of this Agreement by the Grantors.

NOW, THEREFORE, for due and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and the other Loan Documents (as defined in the Credit Agreement) and herein, the parties agree as follows:

1. **Definitions.** Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein shall have the meanings given them in the Credit Agreement or the Security Agreement, as applicable. In addition, the following terms have the meanings set forth below:

“**Trademarks**” means all right, title and interest, whether now existing or hereafter arising, of each Grantor in and to any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including without limitation (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A attached hereto, (b) all renewals thereof, (c) all income, royalties, damages, accounts, and payments now and hereafter due or payable under and with respect thereto, including damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) all present and future license agreements with respect to Trademarks, (f) the goodwill of such Grantor’s business symbolized by the foregoing or connected therewith, and (g) all of such Grantor’s rights corresponding thereto

throughout the world; provided, however, that "Trademarks" shall not include trademark applications filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application.

2. **Security Interest.** In order to secure payment and performance of all Secured Obligations (as defined in the Security Agreement), each Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement or the other Loan Documents, does hereby irrevocably grant and create) on the terms set forth in and subject to the Security Agreement a security interest, with power of sale to the extent permitted by law, in the Trademarks and all proceeds thereof to the Administrative Agent. The undersigned agree that the Secured Obligations include all Obligations (as defined in the Credit Agreement). This security interest is in any and all rights of each Grantor that may exist or hereafter arise under any trademark law now or hereinafter in effect in the United States of America or in any other country.

3. **General Rights and Obligations.** Except as expressly set forth herein, the rights and obligations of each Grantor and the Administrative Agent with respect to the Trademarks shall in all respects be governed by the Security Agreement and the other Loan Documents, the terms of which are incorporated as fully as if set forth at length herein.

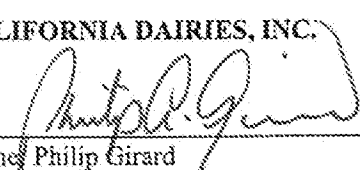
4. **Continuing Effect and Supplement.** This Agreement is in addition to (and does not replace or otherwise modify) any other Trademark Security Agreement or other security instrument or agreement delivered by the Borrower, any of the other Grantors or any other Loan Party to the Administrative Agent.

5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflicts of laws or choice of laws rules that would result in the application of a different law.

Signature Page Follows.

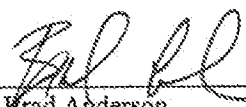
IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

CALIFORNIA DAIRIES, INC.

By: 
Name: Philip Girard
Its: Sr. Vice President & CFO

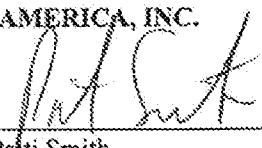
Address:
California Dairies, Inc.
2000 N. Plaza Drive
Visalia, CA 93291

CHALLENGE DAIRY PRODUCTS, INC.

By: 
Name: Brad Anderson
Its: Chairman

Address:
Challenge Dairy Products, Inc.
6701 Donlon Way
Dublin, CA 94568

DAIRYAMERICA, INC.

By: 
Name: Patti Smith
Its: Chief Executive Officer

Address:
DairyAmerica, Inc.
7815 N. Palm Ave, Ste. 250,
Fresno, CA 93711

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008211 FRAME: 0741

COBANK, ACB, as Administrative Agent

By: Amanda Miller
Name: Amanda Miller
Its: vice president

Address:
CoBank , ACB
6340 S. Fiddlers Green Circle
Greenwood Village, CO 80111
Attn: Credit Information Services
Fax: (303) 224-6101
Email: CIServices@cobank.com

EXHIBIT A

TRADEMARKS

Domestic Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date	Current Owner
IN GOOD HANDS	97029246	9/15/2021	7076487	6/6/2023	California Dairies, Inc.
CHALLENGE BUTTER Churned Fresh Daily Since 1911 and Design (Scroll, Stag, Mountain)	90882799	8/13/2021	6971269	2/7/2023	Challenge Dairy Products, Inc.
DAIRYAMERICA and Design (Flag)	74679266	5/23/1995	2042388	3/4/1997	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	113635	3/16/2009	113635	3/16/2009	DairyAmerica, Inc.

Domestic Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Applicant
DAIRY MAID	97426497	5/24/2022	N/A	N/A	Challenge Dairy Products, Inc.

Foreign Trademark Registrations

A - 1

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Current Owner
CALIFORNIA DAIRIES, INC. & Design	Algeria	155345	11/23/2015	110287	9/22/2020	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Brunei Darussalam	47264	12/7/2015	47264	12/7/2015	California Dairies, Inc.
CDI and Design	Chile	1243125	2/21/2017	1251534	6/16/2017	California Dairies, Inc.
CALIFORNIA DAIRIES Logo Background (Color)	China (People's Republic)	18002275	9/29/2015	18002275	11/14/2016	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design (Logo in color)	China (People's Republic)	18021148	10/8/2015	18021148	8/28/2017	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Hong Kong	303611880	11/27/2015	303611880	9/28/2016	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Indonesia	D00201600 5381	2/3/2016	IDM000624 656	11/27/2017	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Japan	2015- 117704	12/1/2015	5844926	4/22/2016	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Korea, Republic of	40-2016- 0006153	1/26/2016	40-1198896	8/29/2016	California Dairies, Inc.
CDI and Design	Malaysia	2017064105	7/27/2017	2017064105	4/18/2018	California Dairies, Inc.

CALIFORNIA DAIRIES, INC. & Design	Mexico	1682753	11/20/2015	1614869	2/17/2016	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Morocco	171633	12/9/2015	171633	4/18/2017	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Pakistan	403303	12/1/2015	403303	8/2/2019	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Saudi Arabia	1437006615	12/30/2015	1437006615	8/16/2016	California Dairies, Inc.
CALIFORNIA DAIRIES Logo Background (Color)	Singapore	4020160238 6S	2/11/2016	4020160238 6S	2/11/2016	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Singapore	4020152062 8P	11/24/2015	4020152062 8P	11/24/2015	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Taiwan	104070694	11/26/2015	1788667	9/1/2016	California Dairies, Inc.
CDI DAIRIES & Design	Thailand	170105861	2/22/2017	191119280	10/21/2019	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Trinidad and Tobago	50729	11/19/2015	50729	7/12/2018	California Dairies, Inc.
CHALLENGE BUTTER & Design	China (People's Republic)	N/A	2/26/2009	7220301	9/28/2010	Challenge Dairy Products, Inc.
CHALLENGE BUTTER & Design	Japan	N/A	3/31/2009	5338712	7/16/2010	Challenge Dairy Products, Inc.
CHALLENGE	Mexico	N/A	2/19/1931	31073	4/7/1931	Challenge Dairy Products, Inc.

CHALLENGE & Design	Mexico	N/A	11/13/2012	1410390	11/8/2013	Challenge Dairy Products, Inc.
DAIRYAMERICA and Design (Flag)	Afghanistan	5990	11/24/2008	9554	11/24/2008	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Algeria	50717	11/22/1995	50717	11/22/1995	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Bahrain	21196	1/31/1996	TM119919	6/15/1999	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Canada	797962	11/21/1995	TMA448891 3	1/30/1998	DairyAmerica, Inc.
DAIRYAMERICA	Chile	795504	11/12/2007	815947	5/8/2008	DairyAmerica, Inc.
Design (Flag)	Chile	835294	1/27/1998	842784	9/21/1998	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Colombia	9555696	11/23/1995	275901	5/12/2003	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Cuba	20080562	10/27/2008	20080562	4/29/2011	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Dominican Republic	126659	3/22/2002	126659	5/30/2002	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Dominican Republic	101623	12/28/1995	82236	2/15/1996	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Ecuador	N/A	11/23/1995	8980-IEPI	11/7/1997	DairyAmerica, Inc.

DAIRYAMERICA and Design (Flag)	Egypt	N/A	11/22/1995	98573	11/22/1995	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	El Salvador	2008080586	11/3/2008	67BOOK179	11/22/2011	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	European Union (Community)	6411	4/1/1996	6411	10/15/1997	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Ghana	N/A	1/26/1996	29030	1/26/1996	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Guatemala	90543	11/23/1995	85284	4/16/1997	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Guyana	22945A	11/12/2008	22945	8/16/2013	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Honduras	32496-2008	9/25/2008	108729	3/24/2009	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Hong Kong	147391995	11/20/1995	1997B04215	4/11/1997	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	India	688237	11/27/1995	688170	3/6/2008	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Indonesia	D96649	1/12/1996	IDM000066775	1/12/2006	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Israel	101985	11/21/1995	101985	11/21/1995	DairyAmerica, Inc.

DAIRYAMERICA and Design (Flag)	Jamaica	29/1313	11/23/1995	28848	11/23/1995	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Japan	7-121068	11/20/1995	4137479	4/17/1998	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Japan	10/1/7501	1/29/1998	4343514	12/10/1999	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Korea, Republic of	2008-36053	7/22/2008	40-0807365-0000	11/26/2009	DairyAmerica, Inc.
Design (Flag)	Korea, Republic of	412965	5/22/1997	40-0412965-0000	7/28/1998	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Kuwait	98789	10/28/2008	81902	10/28/2008	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Malaysia	96003732	4/11/1996	96003732	10/8/2005	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Mexico	N/A	11/23/1995	575817	3/30/1998	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Morocco	120285	11/19/2008	120285	3/3/2009	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Nicaragua	95-03372	11/28/1995	R33136CC	1/8/1997	DairyAmerica, Inc.

DAIRYAMERICA and Design (Flag)	Nigeria	FTM200939 05	10/20/2009	FTM200939 05	10/20/2009	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Nigeria	FTM200813 305	10/28/2008	FTM200813 305	10/28/2008	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Pakistan	N/A	12/5/1995	133232	3/12/2007	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Panama	81621	7/2/1996	81621	8/11/1997	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Peru	285261	11/22/1995	28680	8/28/1996	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Philippines	105641	1/31/1996	4-1996- 106482	8/28/2000	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Saudi Arabia	31755	11/20/1995	533/96	8/1/2000	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Seychelles	5642008	12/2/2008	8801	11/15/2010	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Singapore	11181/95	5/23/1995	T9511181J	8/16/2000	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	South Africa	9515521	11/21/1995	1995/15521	11/21/1995	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	South Africa	N/A	1/5/1996	1996/00178	1/28/1999	DairyAmerica, Inc.

DAIRYAMERICA and Design (Flag)	Sri Lanka	76597	11/22/1995	76597	11/22/1995	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Taiwan	84057955	11/22/1995	762010	5/16/1997	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Thailand	304258	3/13/1996	TMS57184	4/18/1997	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Trinidad and Tobago	N/A	12/6/1995	24840	12/6/1995	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Tunisia	TNE199501 508	11/22/1995	TNE199501 508	11/22/1995	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Turkiye	4879395	11/23/1995	166609	11/23/1995	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	United Arab Emirates	121480	10/29/2008	107588	9/14/2010	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	United Kingdom	UK0090000 6411	4/1/1996	UK0090000 6411	10/15/1997	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Venezuela	1995- 018681	11/23/1995	P198598	8/6/1997	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Vietnam	4200823567	11/3/2008	145747	5/4/2010	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Yemen, Republic of	46147	12/27/2008	36659	10/13/2009	DairyAmerica, Inc.

Foreign Trademark Applications

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Applicant
CALIFORNIA DAIRIES, INC. & Design	Egypt	326552	11/25/2015	N/A	N/A	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Sri Lanka	202864	11/27/2015	N/A	N/A	California Dairies, Inc.
CALIFORNIA DAIRIES, INC. & Design	Venezuela	2016-002921	3/2/2016	N/A	N/A	California Dairies, Inc.
DAIRYAMERICA and Design (Flag)	Bangladesh	157117	8/29/2012	N/A	N/A	DairyAmerica, Inc.
DAIRYAMERICA and Design (Flag)	Libya	16536	12/21/2008	N/A	N/A	DairyAmerica, Inc.

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RECORDED: 09/27/2023