

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winona Foods, Inc.		12/13/2023	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	CIT Northbridge Credit LLC, as Agent		
Street Address:	11 W 42nd St., 13th FL		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6654220	PLANTINGS	
Registration Number:	4689510	DELLA TERRA	
Registration Number:	3688327	CHEESE CRAFTERS	
Registration Number:	3599867	ALEJANDRO	
Registration Number:	3401257	PAINTED COW	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7821.042		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	12/13/2023		

OP \$140.00 6654220

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2023, by each of the undersigned (each, a "Grantor" and collectively, the "Grantors"), in favor of CIT NORTHBRIDGE CREDIT LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement, dated as of even date herewith (including all exhibits and schedules thereto, and as from time to time amended, restated supplemented or otherwise modified, the ("Loan Agreement"), by and among Grantors, each of the other Persons from time to time party thereto as "Borrowers" (together with Grantors, collectively, "Borrowers" and each, a "Borrower"), each of the other Persons from time to time party thereto as "Guarantors", Agent and the financial institutions ("Lenders") from time to time party thereto, Agent and Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure prompt payment and performance of the Obligations, each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (subject to the Intercreditor Agreement) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, including, but not limited to (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Loan Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Loan Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, 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 and the Intercreditor Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting any Grantor's obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks 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 Trademark Collateral, whether or not listed on Schedule I.

5. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manual or paper-based methods, to the fullest extent permitted under Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the Illinois Electronic Commerce Security Act, or any similar state law based on the Uniform Electronic Transactions Act.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WINONA FOODS, INC.,
a Wisconsin corporation


By: 

Name: Luke Kelly

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

CIT NORTHBRIDGE CREDIT LLC,
as Agent

By: 
Name: Rebecca L Bruch
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

US Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
PLANTINGS	88688630	Registered	6654220	2/22/22	Winona Foods, Inc.
DELLA TERRA	86079686	Registered	4689510	2/17/15	Winona Foods, Inc.
CHEESE CRAFTERS	77555914	Registered	3688327	9/29/09	Winona Foods, Inc.
ALEJANDRO	77413068	Registered	3599867	3/31/09	Winona Foods, Inc.
PAINTED COW	77232219	Registered	3401257	3/25/08	Winona Foods, Inc.