

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitehall Specialties, Inc.		11/09/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4808433	WHITEHALL SPECIALITIES	
Registration Number:	4453768	WHITEHALL SPECIALTIES A WORLD LEADER IN	
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., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3630.155		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	11/09/2015		
Total Attachments: 7			
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**CONFIRMATORY TRADEMARK SECURITY AGREEMENT
IN U.S. TRADEMARKS**

This Confirmatory Trademark Security Agreement in U.S. Trademarks (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "Agreement"), dated as of this 9th day of November, 2012, is made by WHITEHALL SPECIALTIES, INC., a Wisconsin corporation ("**Grantor**"), with its principal place of business and mailing address at 36120 Owen Street, P.O. Box 677, Whitehall, Wisconsin, 54773 in favor of Bank of Montreal as administrative agent (in such capacity, the "**Administrative Agent**") for the Lenders and other Secured Creditors (as defined below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the other Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Credit Agreement**"), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers.

B. As a condition to the execution and delivery of the Credit Agreement, the Administrative Agent and the Lenders have required, among other things, that each of the Grantor and the other Borrowers and the Guarantors from time to time party to the Credit Agreement (each a "**Debtor**" and collectively the "**Debtors**") grant to the Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations, the Hedging Liability and the Funds Transfer and Deposit Account Liability (the Administrative Agent and such Lenders and other holders being referred to collectively as the "**Secured Creditors**") a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Administrative Agent, on its own behalf and on behalf of the Secured Creditors, are parties to a Security Agreement dated as of the date hereof (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Security Agreement**"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Trademark Collateral**"):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

3. **Authorization to Supplement.** Without limiting Grantor's obligations under the Security Agreement, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule A hereto to include any future Trademark Collateral of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A hereto shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

4. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

5. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date and year first written above.

WHITEHALL SPECIALTIES, INC., a Wisconsin corporation

By: 

Name: Erich J. Multhauf

Title: Chief Financial Officer and Treasurer

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

BANK OF MONTREAL

By:

Tara Cuprisin

Name:

TARA CUPRISIN




Title:

VICE PRESIDENT

SCHEDULE A

1. REGISTERED TRADEMARKS:

Registered Trademarks

Country	Trademark	Reg. No.	Issue Date	Goods
United States	MELTARELLA	3087674	05/02/2006	Imitation and substitute cheese
United States	RIDGEVIEW FARMS and Design 	1691778	06/09/1992	Natural, imitation and substitute cheese
United States	RIDGEVIEW FARMS OF WISCONSIN and Design 	1759208	03/16/1993	Natural cheese
United States	TIERRA DE QUESO	3228766	04/10/2007	Imitation, alternative, and substitute cheeses
United States	TIERRA DE QUESO and Design 	3231239	04/17/2007	Imitation, alternative, and substitute cheeses

2. TRADEMARK APPLICATIONS


None

Schedule A
(continued)

1. REGISTERED TRADEMARKS:

Registered Trademarks

Country	Trademark	Reg. No.	Issue Date	Goods
United States	WHITEHALL SPECIALTIES	4808433	09/08/2015	Cheese food; cheese substitutes
United States	WHITEHALL SPECIALTIES A WORLD LEADER IN CUSTOM CHEESE PRODUCTS and Design	4453768	12/24/2013	Cheese food; cheese substitutes

 **Whitehall Specialties**
A world leader in artisan cheese products