

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401013

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gamay Food Ingredients, LLC		10/04/2016	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86823546	G	
<b>Serial Number:</b>	86830483	GAMAY FOOD INGREDIENTS	
<b>Registration Number:</b>	4287821	WIS-CONCENTRATE	
<b>Registration Number:</b>	3543941	TASTE YOU'LL TREASURE	
<b>Registration Number:</b>	3310253	GAMAY	
<b>Registration Number:</b>	2067099	WITHSTAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Nancy A. Zarazua		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Nancy A. Zarazua		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	10/05/2016		

OP \$165.00 86823546

**Total Attachments: 6**

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**TRADEMARK COLLATERAL AGREEMENT**

This 4th day of October, 2016, Gamay Food Ingredients, LLC, a Wisconsin limited liability company ("*Debtor*") with its principal place of business and mailing address at 2770 S. 171<sup>st</sup> St., New Berlin, WI 53151, 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*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors 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 bearing even date herewith by and among Debtor, Welcome Dairy, LLC, a Wisconsin limited liability company and the other parties to such Security Agreement signing as "*Debtors*" thereto, and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

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 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 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 internal laws of 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.

[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.

GAMAY FOOD INGREDIENTS, LLC

By 

Name: Terrance M. Schneider

Title: President & Chief Operating Officer

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

BMO HARRIS BANK N.A., as Agent

By \_\_\_\_\_

Name: Elizabeth Hartman

Title: Vice President

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 005891 FRAME: 0571**

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GAMAY FOOD INGREDIENTS, LLC

By \_\_\_\_\_  
Name: Terrance M. Schneider  
Title: President & Chief Operating Officer

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

BMO HARRIS BANK N.A., as Agent



By Elizabeth Hartman  
Name: Elizabeth Hartman  
Title: Vice President

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 005891 FRAME: 0572**

**SCHEDULE A  
To  
TRADEMARK COLLATERAL AGREEMENT**

**PENDING FEDERAL TRADEMARK APPLICATIONS**

Country	TM Serial / Application No.	TM Registration No.	Filing Date	Registration Date	Mark	Image	Status
US	US 86823546		17 Nov 2015		G		Pending
US	US 86830483		24 Nov 2015		GAMAY FOOD INGREDIENTS		Pending

**FEDERAL TRADEMARK REGISTRATIONS**

Country	TM Serial / Application No.	TM Registration No.	Filing Date	Registration Date	Mark	Image	Status
US	US 85504858	US 4287821	28 Dec 2011	12 Feb 2013	WIS- CONCENTRATE		Registered
US	US 76632064	US 3543941	24 Feb 2005	9 Dec 2008	TASTE YOU'LL TREASURE		Registered
US	US 76632065	US 3310253	24 Feb 2005	16 Oct 2007	GAMAY		Registered
US	US 75117997	US 2067099	12 Jun 1996	3 Jun 1997	WITHSTAND		Registered