

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427245

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Summit Rhine, Inc.		03/15/2017	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Highland Bank		
<b>Street Address:</b>	2100 Ford Parkway		
<b>Internal Address:</b>	Dustin O. Winter		
<b>City:</b>	St Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55116		
<b>Entity Type:</b>	Chartered Bank: MINNESOTA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3976034	CALVIN & CLEO'S	
<b>Registration Number:</b>	3947756	CALVIN & CLEO'S	
<b>Registration Number:</b>	3832724	BUON GIORNO ITALIA	
<b>Registration Number:</b>	1138886		
<b>Registration Number:</b>	1404287	KEN DAVIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9522150498		
<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>Phone:</b>	9522150477		
<b>Email:</b>	bbernard@stonegate-foods.com		
<b>Correspondent Name:</b>	William L Bernard		
<b>Address Line 1:</b>	25 West Cliff Road Suite 115		
<b>Address Line 4:</b>	Burnsville, MINNESOTA 55337		
<b>NAME OF SUBMITTER:</b>	William L Bernard		
<b>SIGNATURE:</b>	/william bernard/		
<b>DATE SIGNED:</b>	05/11/2017		
<b>Total Attachments: 3</b>			

OP \$140.00 3976034

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## CORPORATE INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Summit Rhine, Inc., Loan No. 734099501)

This Corporate Intellectual Property Security Agreement is entered into this \_\_ day of March, 2017 ("Corporate IP Security Agreement") by and between HIGHLAND BANK, a Minnesota banking corporation ("Lender") and SUMMIT RHINE, INC., a Minnesota corporation ("Borrower").

### RECITALS

This Corporate IP Security Agreement is a supplement to those certain loan agreements, loan documents, and loan related agreements ("Loan Agreements") regarding the purchase by Borrower of assets from Summit Marketing, Inc., a Minnesota corporation, and Summit Foods, Inc., a Minnesota corporation. More specifically, Borrower is purchasing business assets that include the business of marketing and selling of certain brands of sauces and condiments that include the KEN DAVIS barbeque sauces, the BUON GIORNO ITALIA sauces, and CALVIN & CLEO'S non-alcoholic cocktail mixes. Due to Borrower's purchase of several active and registered United States Trademarks associated with the brand names, Lender has requested as part consideration of the Loan Agreements this Corporate IP Security Agreement.

All capitalized terms not defined herein shall have the definitions ascribed to them in the Loan Agreements, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Corporate IP Security Agreement and the Loan Agreements, the definitions, terms or provisions of the Loan Agreements shall control.

This Corporate IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and the US Copyright Office, which sets forth the Borrower's pledge of its intellectual property as security for the Indebtedness Borrower owes the Lender as set forth in the Loan Agreements.

### GRANT OF SECURITY INTEREST

The Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all trademarks set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the "Corporate IP Collateral").


REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreements are restated and incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties hereto have caused this Corporate IP Security Agreement to be duly executed as of the day and year first above written.

THE BORROWER

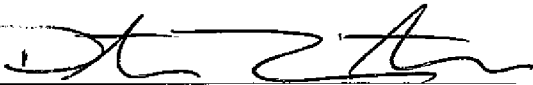
SUMMIT RHINE, INC.



\_\_\_\_\_  
Mike Reineck  
President

THE LENDER

HIGHLAND BANK



\_\_\_\_\_  
Dustin Winter  
Vice President

Exhibit 1

List of Trademarks

US Trademarks Registrations

KEN DAVIS  
PTO Reg. No. 1404287

KEN DAVIS  
PTO Reg. No. 1138886  
(illustration drawing)

BUON GIORNO ITALIA  
PTO Reg. No. 3832724

CALVIN & CLEO'S  
PTO Reg. No. 3976034  
(non-alcoholic cocktail mixes)

CALVIN & CLEO'S  
PTO Reg. No. 3947756  
(salsa)