

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grassland Dairy Products, Inc.		12/28/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5385892	WÜTHRICH	
Registration Number:	5385888	MOUNTAIN VIEW	
Registration Number:	4215359	MOUNTAIN LAKE BUTTER BLEND	
Registration Number:	4147645	NUTROSE	
Registration Number:	4158735	NUTRAPRO	
Registration Number:	4227477	NUTRAPRO NATIVE-I	
Registration Number:	3145546	GRASSLAND	
Registration Number:	3581495	WISCONSIN DISTINCTION ABOVE THE REST	
Registration Number:	1935125	GRASSLAND	
Registration Number:	1224433	GOLDEN GOODNESS	
Registration Number:	1194061	FALL CREEK	
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:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
Correspondent Name:	Susan Carlson, Faegre Baker Daniels LLP		
Address Line 1:	90 S 7th St Ste 2200		
TRADEMARK			

OP \$290.00 5385892

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Susan Carlson

SIGNATURE: /e/ Susan Carlson

DATE SIGNED: 12/28/2018

Total Attachments: 5

source=Grassland Dairy - Amended and Restated Trademark Security Agreement (2018) Executed#page1.tif

source=Grassland Dairy - Amended and Restated Trademark Security Agreement (2018) Executed#page2.tif

source=Grassland Dairy - Amended and Restated Trademark Security Agreement (2018) Executed#page3.tif

source=Grassland Dairy - Amended and Restated Trademark Security Agreement (2018) Executed#page4.tif

source=Grassland Dairy - Amended and Restated Trademark Security Agreement (2018) Executed#page5.tif

AMENDED AND RESTATED NOTICE OF SECURITY INTEREST IN TRADEMARKS

This AMENDED AND RESTATED NOTICE OF SECURITY INTEREST IN TRADEMARKS (this “Notice”) is dated effective as of December 28, 2018 , by and between GRASSLAND DAIRY PRODUCTS, INC., a Wisconsin corporation (“Grantor”), and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of December 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among Grantor, as borrower, the lenders party thereto (the “Lenders”), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”), the Lenders have agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, as a condition to making the financial accommodations to Grantor as provided for in the Loan Agreement, Grantor entered into that certain Security Agreement dated as of December 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among Grantor and the other debtors party thereto in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Administrative Agent this Notice.

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, Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby affirms the grant to the Administrative Agent pursuant to the terms of the Security Agreement of a continuing security interest in all of Grantor’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all Trademarks and Trademark applications owned by Grantor, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(d) all products and proceeds of the foregoing, including, without limitation, any claim by 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 such Trademark.

Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing in this Trademark Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on

behalf of, Grantor (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Trademark Security Agreement; provided, however that upon the filing of “Statement of Use” with the United States Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral.

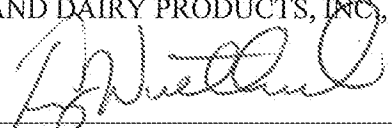
3. Security Agreement. The security interests granted pursuant to this Notice are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

4. Amendment and Restatement. This Notice constitutes an amendment to, and a complete restatement of, that certain Notice of Security Interest in Intellectual Property dated as of June 7, 2012 made by Grantor in favor of JPMorgan Chase Bank, N.A., recorded with the United States Patent and Trademark Office on July 11, 2012 at Reel 004819, Frame 0507.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered effective as of the day and year first above written.

GRASSLAND DAIRY PRODUCTS, INC., as Grantor

By:  _____

Name: Trevor Wuethrich

Title: President

ACCEPTED AND ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: Todd R Markley
Name: Todd R Markley
Title: Vice President

Signature Page to Notice of Security Interest in Trademarks

TRADEMARK
REEL: 006510 FRAME: 0851

SCHEDULE I
to
NOTICE OF SECURITY INTEREST IN TRADEMARKS

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
Grassland Dairy Products, Inc.	WÜTHRICH	87511053	6/29/2017	5385892	1/23/2018
Grassland Dairy Products, Inc.	Mountain View	87511003	6/29/2017	5385888	1/23/2018
Grassland Dairy Products, Inc.	Mountain Lake Butter Blend	85438405	10/4/2011	4215359	9/25/2012
Grassland Dairy Products, Inc.	Nutrose	85261226	3/8/2011	4147645	5/22/2012
Grassland Dairy Products, Inc.	Nutrapro	85261206	3/8/2011	4158735	6/12/2012
Grassland Dairy Products, Inc.	Nutrapro Native-I	85438396	10/4/2011	4227477	10/16/2012
Grassland Dairy Products, Inc.	Grassland	78746426	11/3/2005	3145546	9/19/2006
Grassland Dairy Products, Inc.	Wisconsin Distinction Above the Rest	77377374	1/22/2008	3581495	2/24/2009
Grassland Dairy Products, Inc.	Grassland	74572062	9/12/1994	1935125	11/14/1995
Grassland Dairy Products, Inc.	Golden Goodness	73302036	3/20/1981	1224433	1/18/1983
Grassland Dairy Products, Inc.	Fall Creek	73211474	4/13/1979	1194061	4/20/1982