

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699166

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gallo Cattle Company LP		12/31/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>Internal Address:</b>	20W		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2060518	JOSEPH FARMS	
<b>Registration Number:</b>	2169013	JOSEPH FARMS CALIFORNIA NATURAL	
<b>Registration Number:</b>	4857767	JOSEPH FARMS: FAMILY FARMED SINCE 1946	
<b>Registration Number:</b>	4967354	QUESO MONTEREY JOSEPH FARMS	
<b>Registration Number:</b>	2245697	NO ARTIFICIAL HORMONES	
<b>Serial Number:</b>	88842543	MARCO'S MOZZARELLA	
<b>Serial Number:</b>	88842687	MARCO'S CHEESE	
<b>Registration Number:</b>	2377224	BEAR CREEK DAIRY PREMIUM QUALITY	
<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>Phone:</b>	3122883586		
<b>Email:</b>	CLS-ResultsChicagoUCC@wolterskluwer.com		
<b>Correspondent Name:</b>	Nancy Helm Brown		
<b>Address Line 1:</b>	2929 Allen Pkwy		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Houston, TEXAS 77019		

OP \$215.00 2060518

<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia
<b>SIGNATURE:</b>	/Diandra M. LaMantia/
<b>DATE SIGNED:</b>	01/03/2022
<b>Total Attachments: 6</b> source=(Exec) Trademark Collateral Agreement (Gallo, 2021)#page1.tif source=(Exec) Trademark Collateral Agreement (Gallo, 2021)#page2.tif source=(Exec) Trademark Collateral Agreement (Gallo, 2021)#page3.tif source=(Exec) Trademark Collateral Agreement (Gallo, 2021)#page4.tif source=(Exec) Trademark Collateral Agreement (Gallo, 2021)#page5.tif source=(Exec) Trademark Collateral Agreement (Gallo, 2021)#page6.tif	

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Gallo Cattle Company LP

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Delaware

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 31, 2021

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A., as Administrative Agent

Street Address: 111 W. Monroe, 20W

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

See Schedule A attached hereto and made a part hereof

B. Trademark Registration No.(s)

See Schedule A attached hereto and made a part hereof

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: \_\_\_\_\_

Email Address: lamantia@chapman.com

**6. Total number of applications and registrations involved:****7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_, for Chapman and Cutler LLP

1/3/22

Signature

Date

Diandra M. LaMantia, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

**TRADEMARK COLLATERAL AGREEMENT**

This 31st day of December, 2021, GALLO CATTLE COMPANY LP, a Delaware limited liability partnership (“*Debtor*”) with its principal place of business and mailing address at 10561 West Hwy 140, Atwater, CA 95301 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BMO HARRIS BANK N.A., with its mailing address at 111 W. Monroe, 20W, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors as defined in the Security Agreement referred to below (acting as such administrative agent and any successor or successors thereto acting in such capacity being hereinafter referred to as the “*Administrative Agent*”), and grants to Administrative Agent 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 defined in that certain Security Agreement dated June 4, 2021 among Debtor, the other debtors party thereto and Administrative 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 Administrative 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 or Amendment to Allege 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 Administrative Agent on such Intent-to-Use Application as collateral security for the Indebtedness. When a Statement of Use is filed and accepted by the

Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Administrative Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Administrative 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 Administrative 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 State of California 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.

GALLO CATTLE COMPANY LP

By:   
Name: Western Assets LLC  
Title: General Partner

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

BMO HARRIS BANK N.A., AS ADMINISTRATIVE  
AGENT

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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

GALLO CATTLE COMPANY LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

BMO HARRIS BANK N.A., AS ADMINISTRATIVE  
AGENT

By Betzaida Erdelyi  
Name: Betzaida Erdelyi  
Its: Managing Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>Debtor</b>	<b>Jurisdiction</b>	<b>Registration/ Serial Number</b>	<b>Title</b>	<b>Issue Date/ Filing Date</b>
Gallo Cattle Company LP	USA	2060518	Joseph Farms	May 13, 1997
Gallo Cattle Company LP	USA	2169013	Joseph Farms California Natural	June 30, 1998
Gallo Cattle Company LP	USA	4857767	Joseph Farms: Family Farmed Since 1946	November 24, 2015
Gallo Cattle Company LP	USA	4967354	Queso Monterey Joseph Farms	May 31, 2016
Gallo Cattle Company LP	USA	2245697	No Artificial Hormones	May 18, 1999
Gallo Cattle Company LP	USA	88842543 (Application)	Marco's Mozzarella	Mar. 20, 2020
Gallo Cattle Company LP	USA	88842687 (Application)	Marco's Cheese	Mar. 20, 2020
Gallo Cattle Company LP	USA	2377224	Bear Creek Dairy	August 15, 2000
Gallo Cattle Company LP	California	2576	<b>Joseph Gallo Farms</b>	October 23, 21995