

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FG Holdings, LLC		01/06/2022	Limited Liability Company: WISCONSIN
Mosaic Meadows, LLC		01/06/2022	Limited Liability Company: WISCONSIN
Lamagna Food Group, LLC		01/06/2022	Limited Liability Company: WISCONSIN
LaClare Family Creamery, LLC		01/06/2022	Limited Liability Company:
Chilton Dairy, LLC		01/06/2022	Limited Liability Company:
Drumlin Acquisition, LLC		01/06/2022	Limited Liability Company:
FG Real Estate Holdings, LLC		01/06/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	MS Agricultural Holdings, Inc.		
Street Address:	N3569 Vanden Bosch Road		
City:	Kaukauna		
State/Country:	WISCONSIN		
Postal Code:	54130		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5516591	LAMAGNA	
Registration Number:	5543523	TASTES BETTER BECAUSE IT IS BETTER!	
Registration Number:	5967918	MOSAIC MEADOWS	
Registration Number:	5446814	LACLARE FAMILY CREAMERY	
Registration Number:	5612993	LACLARE LC FAMILY CREAMERY	
Registration Number:	5446815	LC LACLARE FAMILY CREAMERY	
Registration Number:	4941944	LACLARE FARMS	
Registration Number:	4670644	LACLARE FARMS	
Registration Number:	5412997	EVALON	
Registration Number:	5412996	CHANDOKA	
Registration Number:	5668240	MARTONE	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5863943	SIMPLY DAIRY
Registration Number:	5861571	WHOLESOME & PURE
Registration Number:	3853261	SAXON
Registration Number:	4951093	FLAVOR, BY NATURE

CORRESPONDENCE DATA

Fax Number: 6082832275
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.
Phone: 608-257-3501
Email: kateelin@michaelbest.com
Correspondent Name: Kelly Teelin
Address Line 1: 1 S. Pinckney St.
Address Line 2: Ste. 700
Address Line 4: Madison, WISCONSIN 53703

NAME OF SUBMITTER:	Kelly Teelin
SIGNATURE:	/s/ Kelly Teelin
DATE SIGNED:	01/24/2022

Total Attachments: 17
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the “Agreement”), dated as of January 6, 2022, is entered by, between, and among FG HOLDINGS, LLC, a Wisconsin limited liability company (the “**Borrower**”), MOSAIC MEADOWS, LLC, a Wisconsin limited liability company (“**Mosaic**”), LAMAGNA FOOD GROUP, LLC, a Wisconsin limited liability company (“**Lamagna**”) LACLARE FAMILY CREAMERY, LLC, a Wisconsin limited liability company (“**LaClare**”), CHILTON DAIRY, LLC, a Wisconsin limited liability company (“**CHD**”), DRUMLIN ACQUISITION, LLC, a Wisconsin limited liability company (“**Drumlin**”), FG Real Estate Holdings, LLC, a Wisconsin limited liability company (“**FG Real Estate**” and collectively with Borrower, Mosaic, Lamagna, LaClare, CHD, and Drumlin, the “**Grantors**”) and MS AGRICULTURAL HOLDINGS, INC., a Wisconsin corporation (the “**Secured Party**”).

1. Definitions. All terms defined in Articles 1 through 9 of the applicable Uniform Commercial Code, as it may be amended from time, shall have the meanings specified therein unless otherwise defined herein or unless the context otherwise requires. Capitalized terms used and not defined herein shall have the meanings provided in the Loan Agreement. As used herein, the following terms have the following meanings:

“**Accounts**” has the meaning provided in the applicable Uniform Commercial Code.

“**Collateral**” means all of Grantors’ rights, title and interest in and to the following, whether now owned and existing or hereafter created or acquired, wherever located, together with all additions, accessions, proceeds, products, substitutions and replacements for and products and natural increase thereof: Farm Products (as defined in the applicable Uniform Commercial Code), all feed, medicines and other supplies used or produced in any farming operations, Accounts; Instruments; Goods; supporting obligations, including all guaranties and letter of credit rights; all of the Grantors’ life insurance policies and their cash surrender values; Investment Property; deposit accounts; chattel paper; General Intangibles; computer and other data processing hardware, software programs, whether owned, licensed or leased, and all documentation for such hardware and software; leases, rents, issues and profits; Equipment; Inventory; any insurance coverage relating to the foregoing, including casualty insurance coverage and credit insurance coverage, and all books and records of the Grantors pertaining to any of the foregoing, including books and records stored or maintained on any type of computer and/or data processing system or equipment (including but not limited to all related discs, tapes, printouts and media).

“**Environmental Laws**” shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect.

“**Equipment**” means all machinery, equipment, motor vehicles, furniture and fixtures owned by Grantors and, to the extent legally assignable, all leases and agreements for use of

machinery, equipment and fixtures leased by Grantors, and all modifications, alterations, repairs, substitutions and replacements thereof or thereto.

“**Event of Default**” means the occurrence of any of the following: (a) an Event of Default under the Loan Agreement, the Notes, or any other agreement between any Grantor and Secured Party that continues beyond any applicable cure period, (b) any representation made by Grantors in this Agreement is false in any material respect on the date as of which made or as of which the same is to be effective, (c) Grantors fail to timely comply with any of its obligations under this Agreement.

“**General Intangibles**” means any personal property owned by Grantors (other than Accounts, Instruments, chattel paper, Equipment or Inventory) including, but not limited to, general intangibles, causes of action, contract rights, rights to insurance claims and proceeds, tax refunds, claims for tax refunds, rights of indemnification, contribution and subrogation, payment intangibles, goodwill, patents, know-how, trademarks, copyrights, trade names, patent, trademark, trade name and copyright registrations and applications, trade secrets, customer lists, licenses and franchises, and license agreements related to any of the foregoing (and income derived therefrom).

“**Instrument**” means a negotiable instrument owned by Grantors, or any other writing owned by Grantors which evidences a right to the payment of money, other than chattel paper.

“**Inventory**” means all of Grantors’ inventory, including all goods held for sale, lease or demonstration or to be furnished under contracts of service, all goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Grantors’ businesses.

“**Investment Property**” means all of Grantors’ investment property, including but not limited to all stock and other interest of any Grantor in its subsidiaries.

“**Lien**” means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind.

“**Loan Agreement and Note**” means the Credit Agreement and Revolving Promissory Note between Borrower and Secured Party dated the date hereof, as it may be amended, restated or otherwise modified from time to time.

2. Grant of Security Interest.

2.1. Security Interest. The Grantors grant the Secured Party a security interest in the Collateral to secure the payment of the Obligations.

2.2. Right of Set Off. The Grantors also grant Secured Party a security interest and lien in any credit balance or other money now or hereafter owed Grantors by Secured Party, and, in addition, agrees that the Secured Party may at any time after an occurrence of an Event of Default, without notice or demand, set off against such credit balance or other money any amount unpaid under the Obligations.

3. Representations and Warranties of the Grantors. The Grantors represent and warrant to the Secured Party that:

3.1. Ownership. Except as permitted under the Loan Agreement, the Grantors own the Collateral free of all Liens and no financing statement (other than those in favor of the Secured Party) is on file covering any of the Collateral.

3.2. Sale of Goods or Services Rendered. Sale of Goods or Services Rendered. Each Account and chattel paper constituting Collateral as of this date arose from the performance of services by Grantors or from a bona fide sale or lease of goods which have been delivered or shipped to the account debtor and for which the Grantors have genuine invoices, shipping documents or receipts.

3.3. Location of Collateral. The Grantors' place of business or, if more than one, the chief executive office of the Grantors, and the place where the Grantors keep their records concerning Accounts, is W2994 County Road HH, Malone, Wisconsin. The Grantors will not change the location of their chief executive office, the place where they keep records concerning Accounts or the place where Equipment or Inventory are kept unless such change is permitted by the Loan Agreement and 30 days' advance written notice of any such change, describing the new location or locations, has been given to the Secured Party.

3.4. Fixtures. Exhibit A contains the description of all real estate to which any Collateral is affixed.

3.5. Intellectual Property. Exhibit B contains a correct and complete list and description of all federally registered patents, trademarks and copyrights owned by Grantors.

3.6. Environmental Compliance. There are no conditions existing currently or likely to exist during the term of the Loan Agreement which would subject Grantors to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws or which require or are likely to require cleanup, removal, remedial action or other response pursuant to Environmental Laws by Grantors.

3.7. Effectiveness of Representations and Warranties. The representations and warranties contained in this Section 3 shall be true and correct on and as of the date hereof, while any credit is available to Borrower under the Loan Agreement and while any of the Obligations remain unpaid, with such changes as are approved by Secured Party or are permitted by the Loan Documents.

4. Covenants of the Grantors. The Grantors agree that while any credit is available to the Borrower under the Loan Agreement and while any of the Obligations remain unpaid:

4.1. Maintenance of Collateral. The Grantors shall: (a) maintain the Collateral in good condition and repair and not permit its value to be impaired (ordinary wear and tear excepted); (b) keep the Collateral free from all Liens except Liens in favor of the Secured Party and Liens permitted by the Loan Agreement; (c) defend the Collateral against all claims and legal proceedings by persons other than the Secured Party; (d) pay and discharge when due all taxes, levies and other charges or fees upon the Collateral; (e) not sell, lease or otherwise dispose of the Collateral or permit the Collateral to become a fixture or an accession to other goods, except as permitted by this Agreement; (f) not permit the Collateral to be used in violation of any applicable law or regulation or policy of insurance; (g) operate the business of Grantors in compliance with all applicable provisions of the federal Fair Labor Standards Act; and, (h) as to Collateral consisting of Instruments and chattel paper, preserve the rights of Grantors therein against prior parties.

4.2. Insurance. The Grantors will keep all the Collateral insured against loss by fire, extended coverage perils and such other hazards as the Secured Party requires in amounts not

less than the replacement cost thereof. All insurance policies shall be issued by an insurance company or companies acceptable to the Secured Party.

In the event of any loss or casualty which is covered by insurance, the Grantors shall give immediate notice thereof to the Secured Party and the Grantors grant to the Secured Party the right to make proof of such loss or damage. The Secured Party is hereby authorized and empowered by and on behalf of the Grantors to settle, adjust or compromise any claims for loss, damage or destruction under any such insurance policy. The proceeds of any loss shall be paid to the Secured Party and, if initially received by Grantors, shall be immediately turned over to the Secured Party. All proceeds of any such insurance received by the Secured Party shall be held by the Secured Party and shall be applied by it either to the Obligations or to the repair or replacement of the lost, stolen, damaged or destroyed property with respect to which such proceeds were received.

4.3. Maintenance of Security Interest. The Grantors authorize Secured Party to file financing statements describing the Collateral. The Grantors shall, at the Grantors' expense, cooperate in Secured Party's efforts to comply with or address any amendments to Article 9 of the Uniform Commercial Code that may be in effect from time to time. The Grantors shall, at the Grantors' expense, take any action requested by the Secured Party to preserve and protect the rights of the Secured Party in the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce the Secured Party's interest in the Collateral. The Grantors shall execute and deliver to the Secured Party any and all documents which the Secured Party reasonably requests to protect its security interest in the Collateral.

4.4. Books and Records. The Grantors will keep proper books of record and account in which full, true and proper entries will be made with respect to the Collateral. Without limiting the generality of the foregoing, the Grantors agree that they will at all times keep accurate and complete records with respect to the Accounts and the Inventory including, but not limited to, a record of all payments received on account thereof and of all credits granted.

4.5. Chattel Paper; Instruments. Chattel paper, Instruments and other documents which constitute Collateral shall be on forms satisfactory to the Secured Party. The Grantors shall promptly mark all such forms of Collateral to indicate conspicuously the Secured Party's interest therein and, upon request, deliver them to the Secured Party.

4.6. Compliance with Environmental Laws. The Grantors shall timely comply with all applicable Environmental Laws.

4.7. United States of America Contracts. If any Accounts or contract rights constituting Collateral arise out of contracts with the United States of America or any of its departments, agencies, or instrumentalities, the Grantors will so notify the Secured Party and upon request of the Secured Party execute writings required by the Secured Party in order that all money due or to become due under such contracts shall be assigned to the Secured Party to the extent assignable under applicable law, and proper notice of the assignment is given under the Federal Assignment of Claims Act, as the same may be amended from time to time.

5. Possession and Use of Collateral. Until notice is given by the Secured Party to the Grantors after the occurrence and during the continuance of an Event of Default, the Grantors (a) shall have the right to remain in possession and to use and to retain exclusive control of the Collateral with power to manage, operate, develop, use and enjoy the Collateral; (b) may sell, lease, use or dispose of Inventory in the ordinary course of business; (c) shall diligently collect (at

its own expense) the Accounts in accordance with sound business practices; and (d) may sell or otherwise dispose of, free from the Lien of this Security Agreement, any Equipment which may have become obsolete, inadequate or worn-out if such Equipment is no longer necessary in the conduct of the business of the Grantors.

6. Remedies of Secured Party.

6.1. Remedies Upon Default. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may exercise any or all of the following rights and remedies:

(a) Collection of Accounts. The Secured Party may at any time notify the account debtor under any Account of the Secured Party's security interest therein and direct such account debtor to make payments directly to the Secured Party. The Secured Party may enforce collection of, settle, compromise or renew any such Account. Any proceeds of Accounts received or collected by Grantors shall not be commingled with any other funds or property of Grantors and shall be turned over to the Secured Party in precisely the form received (but endorsed by the Grantors for collection, if necessary) not later than the Business Day following the day of receipt. Grantors hereby irrevocably appoint the Secured Party as Grantors' attorney with power to ask for, demand, sue for, collect, receive and receipt for any monies due or to become due under any Account and to endorse checks, drafts, orders and other instruments for the payment of money to the Grantors with respect to an Account; provided that the Secured Party shall not be obligated to make any demand for payment, to inquire concerning the nature or sufficiency of any payment received by the Secured Party or to take any other action regarding any Account and no action taken or not taken by the Secured Party with respect to an Account shall give rise to any defense, counterclaim or offset in favor of the Grantors or to any claim or proceeding against the Secured Party.

(b) Wisconsin Uniform Commercial Code. The Secured Party shall have all of the rights and remedies for default provided by the Wisconsin Uniform Commercial Code as well as any other applicable law. With respect to such rights and remedies:

(i) The Secured Party may take possession of the Collateral without a hearing, which the Grantors waive;

(ii) The Secured Party may require the Grantors to assemble the Collateral and make it available to the Secured Party at any convenient place designated by the Secured Party and the Secured Party shall have the right to take immediate possession of the Collateral, and may enter any of the premises of Grantors or wherever the Collateral shall be located and keep the Collateral at such locations without charge until sold; and

(iii) Written notice, when required by law, sent to the Grantors at least ten calendar days (counting the day of sending) before a proposed disposition of the Collateral is reasonable notice.

(c) Protective Advances. The Secured Party is authorized, at its option, in the Grantors' names or otherwise, to take such action as may be necessary or desirable to remedy any failure by the Grantors to comply with their obligations hereunder including, without limitation, signing Grantors' names or paying any amount so required, and any amount so paid shall be payable by the Grantors to the Secured Party upon demand with interest from the date of payment by Secured Party at the highest default interest rate applicable to the Notes.

6.2. No Marshaling. The Collateral may be sold in such parcels and in such order as the Secured Party shall determine. Grantors, for themselves and all other persons claiming by, through or under them, hereby waive and release, to the extent permitted by applicable law, any right to have the Collateral or any part thereof, marshaled upon any sale, foreclosure or other disposition thereof.

6.3. Instruments of Sale. The Secured Party may execute and deliver to each purchaser of Collateral bills of sale, deeds or other instruments conveying or transferring the property sold. Grantors irrevocably appoint the Secured Party as their attorney to execute and deliver all such instruments and ratify and confirm all actions taken by the Secured Party pursuant to such appointment. If so requested by the Secured Party, the Grantors shall execute and deliver to the Secured Party or to any such purchaser of Collateral such instruments of conveyance as deemed necessary or convenient by the Secured Party.

6.4. Application of Proceeds. All amounts received by the Secured Party in exercising its rights hereunder shall, unless otherwise required by law, be applied by the Secured Party to expenses incurred by the Secured Party in protecting or enforcing its rights under this Agreement (including without limitation reasonable attorneys' fees and all expenses of taking possession, storing, holding, repairing, restoring, preparing for disposition and disposing of the Collateral) and to the Obligations as determined by Secured Party.

6.5. Remedies Cumulative. No remedy granted herein to the Secured Party is exclusive of any other remedy granted hereunder or by applicable law.

6.6. Waiver. The Secured Party may permit the Grantors to cure any default hereunder without waiving the default so cured and the Secured Party may waive any default without waiving any subsequent or prior default by the Grantors.

6.7. Protection or Preservation of Collateral. The Secured Party has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. The Secured Party shall not be responsible or liable for any shortage, discrepancy, damage, loss or destruction of any part of the Collateral regardless of the cause thereof. Secured Party has no obligation to clean the Collateral or otherwise prepare the Collateral for sale.

6.8. Compliance with Other Laws. Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

6.9. Warranties. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

7. Miscellaneous.

7.1. Notices. Except as otherwise expressly provided herein, all notices, requests, demands and other communications provided for hereunder shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by email or facsimile, in each case addressed or faxed to the party to whom notice is being given at its address set forth below, or as to each party, at such other address or facsimile numbers as may hereafter be designated by such party in a written notice

to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given (a) if personally delivered, on the date received, (b) if delivered by mail, three Business Days after deposited in the mail, certified or registered, return receipt requested, (c) if sent by overnight courier, one Business Day after deposited, or (d) if delivered by email or facsimile, on the date of transmission if during normal business hours on a Business Day, otherwise on the following Business Day.

If to Lender:

MS Agricultural Holdings, Inc.
N3569 Vanden Bosch Road
Kaukauna, Wisconsin 54130
Attention: Deric P. DuQuaine, General Counsel
Telephone: (920) 766-5335
Facsimile: (920) 766-3579
Email: dduquaine@milksource.net

If to Grantors:

FG Holdings, LLC
N3569 Vanden Bosch Road
Kaukauna, WI 54130
Attention: James Ostrom, President
Telephone: 920-766-5335
Facsimile: 920-766-3579
Email: jostrom@milksource.net

7.2. Governing Law. This Agreement is being delivered in and shall be deemed to be a contract governed by the laws of the State of Wisconsin and shall be interpreted and enforced in accordance with the laws of that state without regard to the principles of conflicts of laws.

7.3. Submission to Jurisdiction. As a material inducement to the Secured Party making the loans evidenced by the Notes:

(a) THE GRANTORS AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY MANNER RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE NOTES MAY BE BROUGHT ONLY IN COURTS OF THE STATE OF WISCONSIN LOCATED IN OUTAGAMIE COUNTY OR THE FEDERAL COURT FOR THE EASTERN DISTRICT OF WISCONSIN (GREEN BAY DIVISION) AND THE GRANTORS CONSENT TO THE JURISDICTION OF SUCH COURTS.

(b) THE GRANTORS WAIVE ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH COURT AND ANY RIGHT THEY MAY HAVE NOW OR HEREAFTER HAVE TO CLAIM THAT ANY SUCH ACTION OR PROCEEDING IS IN AN INCONVENIENT COURT.

7.4. Waiver of Jury Trial. THE GRANTORS HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT THEY MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM BASED ON OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE NOTES, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY

OTHER ACTION OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE SECURED PARTY TO MAKE THE LOAN EVIDENCED BY THE NOTES.

7.5. Limitation of Liability. THE GRANTORS HEREBY WAIVES ANY RIGHT THEY MAY HAVE TO CLAIM OR RECOVER FROM THE SECURED PARTY ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES, OF WHATEVER NATURE, OTHER THAN ACTUAL, COMPENSATORY DAMAGES.

7.6. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

7.7. Persons Bound. This Agreement is for the benefit of the Secured Party and its successors and assigns and binds the Grantors and its successors and assigns.

7.8. Entire Agreement. This Agreement shall constitute the entire agreement of the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the parties in connection therewith.

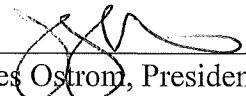
7.9. Effect of Signatures. Execution and delivery of this Agreement by facsimile transmission, pdf copy or other electronic copy shall be fully binding as execution and delivery of original signatures, and each party delivering signatures by facsimile transmission, pdf copy or other electronic copy agrees, with reasonable promptness thereafter, to provide the other parties to this Agreement with original signatures.

[Signature Page Follows]

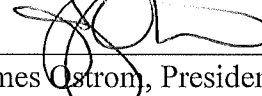
IN WITNESS WHEREOF, the undersigned have executed this Security Agreement as of the date and year first written above.

GRANTORS:

FG HOLDINGS, LLC

By: 
James Ostrom, President

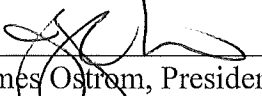
MOSAIC MEADOWS, LLC

By: 
James Ostrom, President

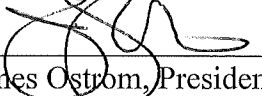
LAMAGNA FOOD GROUP, LLC

By: 
James Ostrom, President

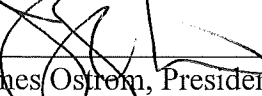
LACLARE FAMILY CREAMERY, LLC

By: 
James Ostrom, President

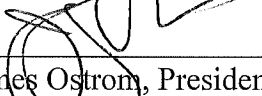
CHILTON DAIRY, LLC

By: 
James Ostrom, President

DRUMLIN ACQUISITION, LLC

By: 
James Ostrom, President

FG REAL ESTATE HOLDINGS, LLC

By: 
James Ostrom, President

SECURED PARTY:

MS AGRICULTURAL HOLDINGS, INC.

By: 
James Ostrom, President

[Signature Page — Security Agreement]

EXHIBIT A

LEGAL DESCRIPTION

WICAL001: (N2235 County Road G, Chilton, WI 53014)

The East Half (E1/2) of Lot Two Hundred and Nineteen (219) of the Town of Brothertown, Calumet County, Wisconsin.

EXCEPTING therefrom the following parcel of land, to-wit: Commencing on the Corner stone at the Northwest corner of said Lot 219, thence East along the North line of said Lot 219 a distance of Thirteen Hundred Thirty Three (1333) feet, this to be the point of real beginning; thence South a distance of One Hundred Seventy Eight (178) feet, thence East parallel with the North line of said Lot 219, a distance of One Hundred Eighteen (118) feet, thence North a distance of One Hundred Seventy eight (178) feet, thence West along the North line of said Lot 219 a distance of One Hundred Eighteen (118) feet to the point of beginning, containing .48 acres more or less.

Also excepting therefrom the following parcel, to-wit:

A parcel of land in the East Half (E1/2) of Lot 219, Township 17 North, Range 19 East, Town of Brothertown, Calumet County, Wisconsin containing 0.25 acres of land and being described as: Commencing at a stone monument at the Northwest Corner of said Lot 219; thence East 1451.00 feet along the North line of said Lot 219 to the point of beginning; thence continuing East 61.18 feet along said North Line; thence South 178.00 feet; thence West 61.18 feet; thence North 178.00 feet to the North line of said Lot 219, and the point of beginning.

Also Except land conveyed for highway purposes by instrument recorded in Volume 65, Page 63, Calumet County Registry.

Also excepting a parcel of land being part of Lot 219 of the Town of Brothertown, Calumet County, Wisconsin, bounded and described as follows: commencing at the Northeast corner of said Lot 219; thence N89°07'52"W, 1152.63 feet along the North line of said Lot 219; thence S00°48'22"W, 178.00 feet to the point of beginning; thence continuing S00°48'22"W, 10.00 feet; thence N89°07'52"W, 180.66 feet to the West line of the East 1/2 of said Lot 219; thence N01°04'28"E, 10.00 feet along said West line; thence S89°07'52"E, 180.61 feet to the point of beginning. Subject to all easements and restrictions of record.

APN/Tax Key No.:004-0000-0000000-219-0-171900-06-000A and 3249

WICAL002: (112 W. Main Street, Chilton, WI 53014)

Lot Number (10) and the West Half (W 1/2) of Lot Number Eleven (11) in Block Number Eight (8) of the Original Plat of the City of Chilton, Calumet County, Wisconsin, according to the Plat thereof.

Tax Parcel No. 211-0030-080100A-000-0-181913-00-4100 (Loc ID 16481)

WICAL003: (W2398 St. Charles Rd, Chilton, WI 53014)

Lot One (1), Certified Survey Map No. 3701 filed in the Office of the Register of Deeds for Calumet County, Wisconsin on March 28, 2018, in Volume 33 on Page 116, as Document No. 529703, being part of the West ½ of Lot 233, Township 17 North, Range 20 East, Town of Brothertown, Calumet County, Wisconsin.

APN: 004-0000-0000000-233-0-172000-06-000D/Location ID No. 3318

WICAL004: (County Road G, Town of Brothertown, WI 53014)

Parcel I: Being part of Government Lot 218 in the Town of Brothertown, Calumet County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of Government Lot 218; thence S00°03'02"W, 133.00 feet along the east line of said Government Lot 218 to the south line of lands described in Document No. 508763 and the point of beginning; thence continuing S00°03'02"W, 247.93 feet along said east line; thence N89°13'51"W, 1339.86 feet to the west line of the east 1/2 of Government Lot 218; thence N00°22'10"E, 380.91 feet along said west line to the north line of Government Lot 218; thence S89°13'51"E, 1168.74 feet along said north line to the west line of lands described in Document No. 508763; thence S00°03'02"W, 133.00 feet along said west line to the south line of said described lands; thence S89°13'51"E, 169.00 feet along said south line to the point of beginning.

APN: 004-0000-0000000-218-0-171900-06-000G / Location ID No. 45846

WICAL005: (St. Charles Rd, Town of Brothertown, WI 53014)

Parcel II: The East Fifteen (15) acres of the north half of the west half of Lot Number Two Hundred Nineteen (219) of the Town of Brothertown, Calumet County, Wisconsin, excepting and reserving therefrom about one acre of land from the North side thereof sold to Nicolas Meyers described as follows: Commencing Seven (7) rods, nine and one fourth (1/4) feet east from the Northwest corner of the East Fifteen (15) acres of the North Half of the West half of Lot Number Two Hundred Nineteen (219) of the Town of Brothertown, Calumet County, Wisconsin, running thence East Twelve 649/1000 (12 649/1000) rods, thence South Twelve 649/1000 (12 649/1000) rods, thence twelve 649/1000 (12 649/1000) rods west, thence twelve 649/1000 (12 649 1000) rods north to the place of beginning.

Also excepting therefrom about 34/100 of an acre sold to Eva Schmitz described as follows: Commencing one and a half rods East of the Northwest corner of the East Fifteen (15) acres of the North half of the West half of Lot No. Two Hundred and Nineteen (219) of the Town of Brothertown; thence East One Hundred (100) feet, thence South one Hundred and Thirty Two (132) feet, thence West One Hundred (100) feet, thence North One Hundred and Thirty Two (132) feet to the point of beginning.

And also excepting a parcel of land described as follows: A part of the N.W. Quarter of Lot 219, Town of Brothertown, described as follows:

Commencing at a point, in the center of the highway which runs along the North line of Lot 219 which point would be an extension of the line fence between the Gebhart and Anna Seichter property; thence South long said line fence a distance of 383 feet; thence east a distance of 160 feet; thence north a distance of 177 feet; thence west a distance of 34 feet;

thence north a distance of 65 feet; thence west a distance of 100 feet; thence north a distance of 141 feet; thence west a distance of 26 feet to the point of beginning.

APN: 004-0000-0000000-219-0-171900-06-000E / Location ID No. 3253

WICAL006: (W4880 Dick Road Chilton, WI 53014)

PART OF THE WEST HALF (W 1/2) OF LOT 68, BROTHERTOWN RESERVATION, TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINETEEN (19) EAST, TOWN OF BROTHERTOWN, CALUMET COUNTY, WISCONSIN BEING DESCRIBED AS

FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 68; THENCE N01°01'36"W 1673.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 68; THENCE N89°08'07"E ALONG THE NORTH LINE OF SAID LOT 68, A DISTANCE OF 1324.78 FEET TO THE EAST LINE OF THE W 1/2 OF SAID LOT 68; THENCE S00°59'08"E ALONG SAID EAST LINE, A DISTANCE OF 131.53 FEET; THENCE S89°08'07"W 1291.69 FEET TO A POINT BEING 33.00 FEET EAST OF THE WEST LINE OF SAID LOT 68; THENCE S01°01'36"E ALONG A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1542.07 FEET TO THE SOUTH LINE OF SAID LOT 68; THENCE S89°14'50"W ALONG SAID SOUTH LINE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

AND

PART OF THE SOUTH HALF OF THE WEST HALF (S 1/2 OF W 1/2) OF LOT 67, BROTHERTOWN RESERVATION, TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINETEEN (19) EAST, TOWN OF BROTHERTOWN, CALUMET COUNTY, WISCONSIN BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 67; THENCE N00°59'33"W ALONG THE WEST LINE OF SAID LOT 67, A DISTANCE OF 834.14 FEET TO THE NORTH LINE OF THE S 1/2 OF THE W 1/2 OF SAID LOT 67; THENCE N89°07'00"E ALONG SAID NORTH LINE, A DISTANCE OF 1326.96 FEET TO THE EAST LINE OF THE W 1/2 OF SAID LOT

67; THENCE S00°50'37"E ALONG SAID EAST LINE A DISTANCE OF 838.57 FEET TO THE SOUTH LINE OF SAID LOT 67; THENCE S89°08'07"W ALONG SAID SOUTH LINE, A DISTANCE OF 1324.78 FEET TO THE POINT OF BEGINNING.

WIFON012: (W2994 County Road HH, Malone, WI 53049)

Lot Number 1 of Certified Survey Map No. 7635 as recorded in the Office of the Register of Deeds for Fond du Lac County, Wisconsin, in Volume 56 of Certified Survey Maps on pages 42, 42A, 42B and 42C as Document No. 984394; being part of the Northeast ¼ of the Northeast ¼ and the Northwest ¼ of the Northeast ¼ of Section 26, Township 17 North, Range 18 East, Town of Calumet, Fond du Lac County, Wisconsin; Also, a parcel of land being part of the Northeast ¼ of the Northeast ¼ of Section 26, Township 17 North, Range 18 East, Town of Calumet, Fond du Lac County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of Section 26; thence South 89° 49' 37" West, 218.80 feet along the North line of the Northeast ¼ of Section 26 to the point of beginning; thence South 00° 00' 00" West, 640.00 feet to the point on the Easterly Extension of the South line of Lot 1 of Certified Survey Map No. 7635; thence South 89° 49' 37" West, 200.00 feet along said Easterly extension to the Southeast corner of Lot 1 of Certified Survey Map No. 7635; thence North 00° 00' 00" East, 640.00 feet along the East line of said Lot 1 to the North line of the Northeast ¼ of Section 26; thence North 89° 49' 37" East, 200.00 feet along said North line to the point of beginning, reserving that part presently used for road purposes.

Tax Parcel Nos. T05-17-18-26-01-005-00 and T05-17-18-26-01-003-00

WIFON013: (Cropland: No Address)

Parcel A:

A parcel of land being all of the Southwest ¼ of the Northwest ¼ and all of the Northwest ¼ of the Northwest ¼ of Section 25, part of the Northeast ¼ of the Northeast ¼, part of the Southeast ¼ of the Northeast ¼, part of the Southwest ¼ of the Northeast ¼ and part of the Northwest ¼ of the Northeast ¼ of Section 26, all in Township 17 North, Range 18 East, Town of Calumet, Fond du Lac County, Wisconsin bounded and described as follows:

Beginning at the Northwest corner of Section 25; thence North 89° 54' 43" East (recorded as North 89° 30' 00" East), 1325.95 feet along the North line of the Northwest ¼ of Section 25 to the East line of the West ½ of the Northwest ¼ of Section 25; thence South 00° 14' 25" East (recorded as South 00° 38' 54" East), 2636.34 feet along said East line to the South line of the Northwest ¼ of Section 25; thence North 89° 58' 31" West, 1318.34 feet along said South line to the East ¼ corner of Section 26; thence North 00° 24' 22" West, 989.57 feet along the East line of the Northeast ¼ of Section 26; thence South 89° 49' 37" West, 1823.63 feet; thence North 63° 52' 01" West, 364.91 feet to the Southeasterly right-of-way line of U.S.H. "151"; thence North 23° 39' 01" East, 1095.50 feet along said Southeasterly right-of-way line to the South line of Lot 2 of Certified Survey Map No. 5637; thence South 75° 32' 54" East, 384.09 feet along said South line to the West line of Lot 1 of Certified Survey Map No. 7635; thence South 00° 00' 00" West, 84.70 feet along said West line to the South line of said Lot 1; thence North 89° 49' 37" East, 1100.00 feet along said South line and the South line of lands described in Document No. 1064638 to the East line of said described lands; thence North 00° 00' 00" East, 640.00 feet along said East line of the North line

of the Northeast ¼ of Section 26; thence North 89° 49' 37" East, 218.80 feet along said North line to the Northwest corner of Section 25 and the point of beginning, reserving that part presently used for road purposes.

LESS AND EXCEPT a parcel of land being part of the Southwest ¼ of the Northwest ¼ of Section 25 and part of the Northeast ¼ of the Northeast ¼, part of the Southeast ¼ of the Northeast ¼ part of the Southwest ¼ of the Northeast ¼ and part of the Northwest ¼ of the Northeast ¼ of Section 26, all in Township 17 North, Range 18 East, Town of Calumet, Fond Du Lac County, Wisconsin, bounded and described as follows: beginning at the East ¼ corner of Section 26; thence N00°24'22"W, 989.57 feet along the East line of the Northeast ¼ of Section 26; thence S89°49'37"W, 1823.63 feet; thence N63°52'01"W, 364.91 feet to the Southeasterly right-of-way line of U.S.H. "151"; thence N23°04'50"E, 23.94 feet along said Southeasterly right-of-way line; thence N23°39'01"E, 458.37 feet along said Southeasterly right-of-way line; thence S66°20'59"E, 36.45 feet; thence S04°34'40"E, 285.32 feet; thence S35°59'13"E, 336.96 feet; thence N89°26'32"E, 462.70 feet; thence N05°45'41"E, 557.55 feet; thence S83°15'23"E, 774.97 feet; thence S21°45'37"E, 343.43 feet; thence S85°57'11"E, 361.53 feet; thence S19°07'42"E, 304.16 feet; thence S49°20'17"E, 128.97 feet; thence S48°14'57"E, 147.36 feet; thence S70°47'01"E, 106.73 feet; thence S86°45'50"E, 101.99 feet; thence N86°02'07"E, 91.99 feet; thence N74°11'23"E, 112.21 feet; thence N69°32'59"E, 575.85 feet to the East line of the West ½ of the Northwest ¼ of Section 25; thence S00°14'25"E, 867.04 feet along said East line to the South line of the Northwest ¼ of Section 25; thence N89°58'31"W, 1318.34 feet along said South line to the West ¼ corner of Section 25 and the point of beginning.

Parcel B:

A parcel of land being part of the Northwest ¼ of the Northeast ¼ of Section 26, Township 17 North, Range 18 East, Town of Calumet, Fond du Lac County, Wisconsin, bounded and described as follows:

Beginning at the North ¼ corner of Section 26; thence North 89° 49' 37" East, 848.76 feet along the North line of the Northeast ¼ of Section 26; thence South 00° 10' 23" East, 48.00 feet; thence North 89° 49' 37" East, 147.34 feet to the Northwesterly right-of-way line of U.S.H. "151"; thence South 21° 28' 55" West, 20.00 feet along said Northwesterly right-of-way line; thence Southwesterly, 214.36 feet along the arc of a 5664.58 foot radius curve of said Northwesterly right-of-way line to the right, having a chord which bears South 22° 33' 58" West, and is 214.35 feet in length; thence South 23° 39' 01" West, 477.43 feet along said Northwesterly right-of-way line; thence South 29° 37' 11" West, 192.31 feet along said Northwesterly right-of-way line; thence North 89° 42' 49" West (recorded as South 89° 46' West), 309.81 feet; thence North 00° 17' 18" West, 428.19 feet (recorded as North, 428.46 feet); thence South 89° 24' 24" West, 305.23 feet (recorded as South 89° 46' West, 305.00 feet) to the West line of the Northeast ¼ of Section 26; Thence North 00° 22' 51" West, (recorded as North N02° 17' 48" West, N00° 17' West), 439.49 feet along said West line to the North ¼ corner of Section 26 and the point of beginning , reserving that part presently used for road purposes.

Tax Parcel Nos.: T05-17-18-26-01-007-00; T05-17-18-25-06-001-00; T05-17-18-25-07-003-00; T05-17-18-26-04-004-00; and T05-17-18-26-02-009-00.

WIFON014: (N10469, N10473, N10475 US Highway 151, Malone, WI 53049)

Lot 2 of Certified Survey Map No. 5637, as recorded in the Office of the Register of Deeds for Fond du Lac County, Wisconsin, in Volume 36 of Certified Survey Maps on pages 25, 25A and 25B, as Document No. 660373 corrected by instrument recorded January 22, 1999 in volume 1427 of Records on pages 315 and 316, as Document No. 660609; being part of the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 17 North, Range 18 East, Town of Calumet, Fond du Lac County, Wisconsin, EXCEPTING THEREFROM land conveyer to the State of Wisconsin, Department of Transportation, in Warranty Deed recorded March 8, 2006, as Document 867498.



Parcel Identification Numbers:

T05-17-18-26-02-006-00

T05-17-18-26-02-006-01

EXHIBIT B

INTELLECTUAL PROPERTY

Trademark / Patent	Registration
<u>Lamagna-</u> Word Mark Cheese Filled Pasta	REGISTERED 7/17/18 #5516591
<u>Tastes Better Because It Is Better-</u> Word Mark Cheese Filled Pasta	REGISTERED 8/21/18 #5543523
<u>Mosaic Meadows-</u> Word Mark Cheese	REGISTERED 1/21/20 #5967918
<u>LaClare Family Creamery, LLC-</u> Word Mark Cheese, Milk, Yogurt	REGISTERED 4/17/18 #5446814
<u>LaClare Family Creamery, LLC-</u> Circle Design 	REGISTERED 11/20/18 #5612993
<u>LaClare Family Creamery, LLC-</u> Stacked Design 	REGISTERED 4/17/18 #5446815
<u>LaClare Farms-</u> Word Mark Yogurt	REGISTERED 4/19/16 # 4941944
<u>LaClare Farms-</u> Word Mark Cheese	REGISTERED 1/13/15 # 4670644
<u>Evalon-</u> Word Mark Cheese	REGISTERED 2/27/18 # 5412997

Trademark / Patent	Registration
Chandoka- Word Mark Cheese	REGISTERED 2/27/18 #5412996
Martone- Word Mark Cheese	REGISTERED 2/5/19 #5668240
Simply Dairy – Word Mark Butter, Cheese, Cheese Powder & Spreads, Milk & Milk Powder, Yogurt, Ice Cream	REGISTERED 9/17/19 #5863943
Wholesome & Pure- Word Mark Cheese	REGISTERED 9/17/19 #5861571
Saxon – Word Mark Cheese	REGISTERED 9/28/2010 #3853261
<u>Saxon Cheese Wheel Design Patent</u>	Registration No. D588,328 Expires 3/17/2023
<u>Flavor, By Nature –</u> Work Mark Cheese	REGISTERED 5/3/16 #4951093
<u>Hika Bay – Exclusivity Agreement with Whole Foods</u>	Effective 10/23/2019