

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
O-At-Ka Milk Products Cooperative, Inc.		12/22/2022	Cooperative Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CoBank, ACB		
Street Address:	6340 South Fiddlers Green Circle		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	National Bank for Cooperatives: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4984272	CLASSIC CAFE	
Registration Number:	1413507	GOLD COW	
Registration Number:	1463022	GOLD COW	
Registration Number:	5269389	O-AT-KA	
Registration Number:	5269410	O-AT-KA	
Registration Number:	4571549	SPRING FARM	
Registration Number:	1813905	SPRING FARM	
Registration Number:	2195221	TERNURA	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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:	585-263-1065		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	54348-23		
NAME OF SUBMITTER:	Kristen Mollnow Walsh		

CH \$215.00 4984272

SIGNATURE:	/kristenmwalsh/
DATE SIGNED:	12/28/2022
Total Attachments: 4 source=Oatka#page1.tif source=Oatka#page2.tif source=Oatka#page3.tif source=Oatka#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of December 22, 2022 by and from O-AT-KA MILK PRODUCTS COOPERATIVE, INC., a New York cooperative corporation ("Grantor") to and in favor of COBANK, ACB, for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Upstate Niagara Cooperative, Inc., a New York cooperative corporation ("Borrower"), certain Subsidiaries of Borrower, the Lenders and Grantee have entered into a Second Amended and Restated Credit Agreement dated as of the date hereof (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, certain Subsidiaries of Borrower have guaranteed the repayment of the Secured Obligations pursuant to the Credit Agreement;

WHEREAS, Borrower and certain Subsidiaries of Borrower have entered into a Second Amended and Restated Pledge and Security Agreement dated as of the date hereof (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

(a) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

(b) The Security Interest.

(i) This Confirmatory Grant is made to secure the satisfactory performance and payment of (A) all the Secured Obligations and (B) all of the obligations and liabilities of the guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Administrative Agent all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(ii) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

(c) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

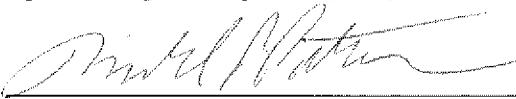
(d) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

GRANTOR:

O-AT-KA MILK PRODUCTS COOPERATIVE, INC.

By: Upstate Niagara Cooperative, Inc., as its sole member

By: 

Name: Michael R. Patterson

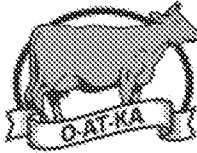

Title: Chief Strategy Officer and Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A – SCHEDULE OF TRADEMARKS

UNITED STATES TRADEMARKS:

Registrations:

Owner	Serial No.	Registration No.	Trademark
O-AT-KA Milk Products Cooperative, Inc.	86478118	4984272	CLASSIC CAFE
O-AT-KA Milk Products Cooperative, Inc.	73444807	1413507	GOLD COW
O-AT-KA Milk Products Cooperative, Inc.	73650347	1463022	GOLD COW
O-AT-KA Milk Products Cooperative, Inc.	87199874	5269389	O-AT-KA (and Design): 
O-AT-KA Milk Products Cooperative, Inc.	87208030	5269410	OAT-KA (and Design): 
O-AT-KA Milk Products Cooperative, Inc.	86127883	4571549	SPRING FARM
O-AT-KA Milk Products Cooperative, Inc.	74382946	1813905	SPRING FARM
O-AT-KA Milk Products Cooperative, Inc.	75310626	2195221	TENURA