

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonoma Creamery, LLC		10/08/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Serial Number:	86639875	BEST PART OF THE GRILLED CHEESE	
Serial Number:	86173386		
Serial Number:	76542206	CHILI CHEDDAR	
Serial Number:	85358287	ESTATE CREAMERY	
Serial Number:	87745476	EVERYTHING CHEDDAR	
Serial Number:	76624860	MAPLE STREET CREAMERY	
Serial Number:	86161844	MR. CHEESE O'S	
Serial Number:	86165537		
Serial Number:	85528963	QUESO DE SONOMA	
Serial Number:	86211615	RICOTTALICIOUS	
Serial Number:	87745480	SAVOR THE CRUNCH!	
Serial Number:	87745466	SAVORY SEED	
Serial Number:	73502651	SONOMA	
Serial Number:	87745461	SONOMA	
Serial Number:	76217323	SONOMA BLUE	
Serial Number:	77122592	SONOMA CHEESE	
Serial Number:	77219718	SONOMA CHEESE	
Serial Number:	76542207	SONOMA CREAMERY	
Serial Number:	87745521	SONOMA CREAMERY	
TRADEMARK			

OP \$865.00 86639875

Property Type	Number	Word Mark
Serial Number:	87745485	SONOMA CREAMERY ·SINCE 1931·
Serial Number:	78277522	SONOMA FARMS
Serial Number:	86305836	SONOMA FOODS
Serial Number:	77123893	SONOMA FOODS
Serial Number:	73113247	SONOMA JACK
Serial Number:	87745487	SONOMA JACK
Serial Number:	73113215	SONOMA JACK
Serial Number:	73113245	SONOMA JACK
Serial Number:	86173380	SONOMA MISSION CREAMERY
Serial Number:	87182004	SONOMA SNACKS
Serial Number:	77457501	SONOMA SNACKS
Serial Number:	73418385	WINE COUNTRY
Serial Number:	88101832	SONOMA
Serial Number:	88101831	SONOMA
Serial Number:	88101830	SONOMA

CORRESPONDENCE DATA

Fax Number: 3125802201

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: 3125805062

Email: Drogers@thompsoncoburn.com

Correspondent Name: Diona E. Rogers

Address Line 1: 55 E. Monroe Street

Address Line 2: 37th Floor

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Diona E. Rogers
SIGNATURE:	/Diona E. Rogers/
DATE SIGNED:	02/12/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is executed and delivered as of October 8, 2019, by Sonoma Creamery, LLC, a California limited liability company ("Sonoma Creamery"); and together with any other party joined as a borrower under the hereinafter defined Loan Agreement, collectively, the "Borrowers" and each, a "Borrower"), Estate Cheese Group, LLC, a Delaware limited liability company ("Holdings") (Borrowers and Holdings are each individually a "Loan Party" and collectively, the "Loan Parties"), to CIBC BANK USA ("Lender").

WITNESSETH:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Loan Parties evidenced by, among other documents, (i) that certain Loan and Security Agreement of even date herewith by and among Loan Parties, the other parties thereto and Lender (as amended or restated from time to time, the "Loan Agreement"), and (ii) any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the Loan Agreement (the "Other Documents") (the Other Documents, together with the Loan Agreement are collectively, the "Loan Documents");

WHEREAS, pursuant to the Loan Agreement, Loan Parties granted to Lender a security interest and lien in and to all of Loan Parties' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Loan Parties, provided, among other things, Loan Parties execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Loan Parties and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Loan Parties covenant unto and agree with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, each Loan Party hereby grants and conveys to Lender a security interest and lien in and to all of such Loan Party's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the "Intellectual Property Collateral");

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements

thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the “Trademarks”);

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit “B”, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the “Patents”);

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit “C”, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the “Copyrights”);

D. license agreements for Trademarks, Patents and Copyrights, whether such Loan Party is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale all “Inventory” as defined in the Loan Agreement now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (collectively, the “Licenses”); and

E. the goodwill of such Loan Party’s business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Loan Parties acknowledge and agree that upon the occurrence and during the continuation of an Event of Default, and upon written notice to Loan Parties, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Loan Parties covenant and agree to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may reasonably request, in form and substance reasonably acceptable to Lender, to perfect and maintain perfected Lender’s security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Section 2.

The Lender and Loan Parties acknowledge and agree that while the grant of a security interest set forth above shall encompass all registered and non-registered Intellectual Property Collateral, the Exhibits attached hereto shall only list the registered Trademarks, Patents and Copyrights owned by each Loan Party. Upon Lender’s written request, in its commercially reasonable discretion, Loan Parties shall provide a detailed list of all non-registered Intellectual Property and do any and all acts and execute any and all instruments, documents and agreements reasonably required by Lender to further evidence or perfect Lender’s security interest in the non-registered Intellectual Property Collateral.

3. Restrictions on Future Agreements.

A. Loan Parties agree that until the Obligations shall have been paid in full in cash and the Loan Documents have been terminated, Loan Parties will not, without Lender’s prior written consent, enter into any document, instrument or agreement which is inconsistent with Loan Parties’ obligations

under this Agreement. Loan Parties further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement. Notwithstanding the foregoing provisions of this Section 3.A. and provided no Event of Default then exists, Loan Parties may license or sublicense on an exclusive or non-exclusive basis any Intellectual Property Collateral on an arm's length basis to the extent such license or sublicense shall not materially and adversely interfere with the Loan Parties' business, operations or value.

B. Each Loan Party hereby represents and warrants to Lender that other than exclusive or non-exclusive licensing of the Intellectual Property Collateral permitted in Section 3.A. above, such Loan Party has not granted any license or security interest to any Person other than Lender in connection with any of the Intellectual Property Collateral. Except as permitted in Section 3.A., each Loan Party hereby covenants unto Lender that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Loan Party shall not grant any license or security interest to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Loan Party represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", and "C" respectively constitute all of the registered trademarks, trademark registrations, registered patents, patent registrations, registered copyrights, and applications therefor now owned by such Loan Party. If, prior to payment of the Obligations in full, such Loan Party shall (i) obtain rights to any new registered Intellectual Property, or (ii) become entitled to the benefit of any registered Intellectual Property, the provisions of Section 2 above shall automatically apply thereto and such Loan Party shall provide Lender with immediate notice thereof. Loan Parties hereby authorize Lender to modify this Agreement by amending Exhibits "A", "B", and "C" to include any future registered Intellectual Property.

5. **Royalties; Terms.** Each Loan Party hereby agrees that the use by Lender of all Intellectual Property Collateral during the continuance of an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Loan Parties. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Obligations in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Lender shall have the right to inspect Loan Parties' premises and to examine Loan Parties' books, records and operations, including, without limitation, Loan Parties' quality control processes during regular business hours after reasonable notice to such Loan Party has been delivered by the Lender, in each case in accordance with the terms and conditions of the Loan Agreement. Upon the occurrence and during the continuation of an Event of Default, Loan Parties agree that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Loan Parties under the Trademarks, Patents, Copyrights or Licenses.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Loan Parties' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Loan Parties.** Loan Parties shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate and consistent with past business practices, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Loan Parties. Loan Parties shall not abandon any Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Loan Party to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Loan Parties shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Loan Parties shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Loan Parties of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Loan Parties contained in this Agreement and no Event of Default by Loan Parties shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by officers of Lender and directed to Loan Parties specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Loan Party hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as such Loan Party's true and lawful attorney-in-fact, with power, upon the occurrence and during the continuation of an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Loan Party's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Loan Party agrees to indemnify Lender for

any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Loan Parties hereby ratify all actions that attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Loan Parties or any Loan Party and Lender have been terminated. Loan Parties acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Loan Parties and their respective successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Joint and Several.** All references to "Loan Parties" and "Loan Party" shall mean Sonoma Creamery and Holdings, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Loan Parties shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Sonoma Creamery and Holdings.


[signature page follows]

IN WITNESS WHEREOF, each Loan Party's duly authorized officer has executed this Agreement as of the date first set forth above.

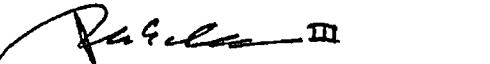
LOAN PARTIES

Sonoma Creamery, LLC,
a California limited liability company

By: Estate Cheese Group, LLC,
sole member of Sonoma Creamery, LLC

By 
Name: John E. Crean
Title: President

Estate Cheese Group, LLC,
a Delaware limited liability company

By 
Name: John E. Crean
Title: President

[Loan Party Signature Page to Intellectual Property Security Agreement]

ACCEPTANCE

The undersigned, CIBC Bank USA, as Lender, accepts the foregoing collateral assignment of Intellectual Property.

CIBC Bank USA,

By Susan Hamilton Lanz

Name: Susan Hamilton Lanz

Title: Managing Director

[Lender Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

TRADEMARKS AND TRADEMARK REGISTRATIONS

See attached.

Mark	Country	Status	Serial No.	Registration No.	Class	Goods	Next Deadline	Next Action
BEST PART OF THE GRILLED CHEESE	US	Registered	86639875	5028162	29	Dairy-based snack foods excluding ice cream, ice milk and frozen yogurt	8/23/2022	Sect 8/15
[Bull Logo]	US	Registered	86173386	4584486	29	Cheese	8/12/2020	Sect 8/15
CHILI CHEDDAR	US	Registered	76542206	2899024	29	Cheese	11/2/2024	Section 8/9 Renewal
ESTATE CREAMERY	US	Registered	85358287	4321568	29	Cheese, cream cheese, cream powder, butter, cream, sour cream, milk, milk powder, quark, yogurt, kefir, curd	4/16/2019	Sect 8/15
EVERYTHING CHEDDAR	US	Registered	87745476	5677883	29	Cheese-based snack foods; Seed-based snack foods	2/19/2015	Sect 8/15
MAPLE STREET CREAMERY	US	Registered	76624860	3052737	29	Cheese	1/31/2026	Section 8/9 Renewal
MR CHEESE O'S	US	Registered	86161844	4705025	29	Dairy-based snack foods excluding ice cream, ice milk and frozen yogurt	3/17/2021	Sect 8/15
[Logo - Mr. Cheese O]	US	Registered	86165537	4709347	29	Dairy-based snack foods excluding ice cream, ice milk and frozen yogurt	3/24/2021	Sect 8/15
QUESO DE SONOMA	US	Registered	85528963	4244805	29	Cheese; cheese dips.	5/20/2019	Revive
RICOTTALICIOUS	US	Registered	86211615	4856242	29	Cheese	11/17/2021	Sect 8/15
SAVOR THE CRUNCH	US	Registered	87745480	5624083	29	Cheese-based snack foods; Seed-based snack foods	12/4/2024	Sect 8/15
SAVORY SEED	US	Registered	87745466	5624429	29	Cheese-based snack foods; Seed-based snack foods.	12/4/2024	Sect 8/15
SONOMA	US	Registered	73502651	1334539	29	Cheese	5/7/2025	Section 8/9 Renewal
SONOMA	US	Pending	87745461		29	Cheese-based snack foods; Seed-based snack foods	5/9/2019	Office Action
SONOMA BLUE	US	Registered	76217323	2610926	29	Cheese	8/20/2022	Section 8/9 Renewal
SONOMA CHEESE	US	Registered	77122592	3343096	29; 35	Cheese; Wholesale distributorships featuring cheese; Wholesale stores featuring cheese; Administrative processing of purchase orders; Order fulfillment services.	11/27/2027	Section 8/9 Renewal
SONOMA CHEESE	US	Registered	77219718	3681898	29	Cheese	9/15/2019	Section 8/9 Renewal
SONOMA CREAMERY	US	Registered	76542207	2894800	29	Cheese	7/27/2024	Section 8/9 Renewal
SONOMA CREAMERY	US	Pending	87745521		29	Cheese-based snack foods; Seed-based snack foods	5/9/2019	Office Action
[Logo - SONOMA CREAMERY SINCE 1931]	US	Pending	87745485		29	Cheese-based snack foods; Cheese; Seed-based snack foods	5/9/2019	Office Action
SONOMA FARMS	US	Registered	78277522	3241231	29	Dairy products, namely, cheese	5/15/2027	Section 8/9 Renewal
SONOMA FOODS	US	Registered	86305836	4678444	29	Cheese	1/27/2021	Sect 8/15
SONOMA FOODS	US	Registered	77123893	3343134	35	Wholesale distributorships featuring cheese; Wholesale stores featuring cheese; Administrative processing of purchase orders; Order fulfillment services.	11/27/2027	Section 8/9 Renewal
SONOMA JACK	US	Abandoned	73113247	1093836	25	T-SHIRTS, SMOCKS AND APRONS	12/20/2018	N/A Abandon per client
SONOMA JACK	US	Pending	87745487		29	Cheese-based snack foods; Cheese	5/9/2019	Office Action
[Logo - SONOMA JACK]	US	Registered	73113215	1099707	29	Cheese	8/15/2028	Section 8/9 Renewal
[Logo - SONOMA JACK Bull Head]	US	Registered	73113245	1099709	29	Cheese	8/15/2028	Section 8/9 Renewal
SONOMA MISSION CREAMERY	US	Registered	86173380	4706471	29	Cheese	3/24/2021	Sect 8/15
SONOMA SNACKS	US	Registered	87182004		29	Dairy-based snack foods excluding ice cream, ice milk and frozen yogurt.	1/8/2025	Sect 8/15
SONOMA SNACKS	US	Registered	77457501	3825657	29	Cheese	7/27/2020	Section 8/9 Renewal
WINE COUNTRY	US	Registered	73418385	1278191	29	Cheese	5/15/2024	Section 8/9 Renewal
SONOMA	US	Pending	88101832		29	Vegetable-based snack bars; vegetable-based snack foods; potato-based snack bars; potato-based snack foods; seed-based snack bars; seed-based snack foods	6/19/2019	Office Action
SONOMA	US	Pending	88101831		30	Grain-based snack bars; grain-based snack foods; cereal-based snack bars; cereal-based snack foods; rice-based snack bars; rice-based snack foods	6/19/2019	Office Action
SONOMA	US	Pending	88101830		29	Meat-and-cheese-based snack bars; meat-and-cheese-based snack foods; cheese-based snack bars; baked cheese-based snack bars; baked cheese-based snack foods.	6/19/2019	Office Action

EXHIBIT B

PATENTS AND PATENT REGISTRATIONS

None.

EXHIBIT C

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.