

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656063

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Milk Specialties Company		06/25/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue, 25th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	6381979	DURACOAT
Registration Number:	6366009	MULTAPRO
Registration Number:	6239974	MUSCLEPEP
Registration Number:	6365956	NUTRIPRO
Registration Number:	5509886	ORGANI-LAC
Registration Number:	6148004	PRORIZ
Registration Number:	6148005	PRORIZ
Registration Number:	6221948	VITALCHOL DX
Registration Number:	6131381	ZERLAC

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: Thomas J. Buettner

Address Line 1: Latham & Watkins LLP

Address Line 2: 330 North Wabash Avenue, Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

OP \$240.00 6381979

ATTORNEY DOCKET NUMBER:	030786-0746
NAME OF SUBMITTER:	Thomas J. Buettner
SIGNATURE:	/tjb/
DATE SIGNED:	06/25/2021

Total Attachments: 5

source=Milk - Trademark Security Agreement - Milk Specialties (first lien) [Executed] (124804138.1)#page1.tif
source=Milk - Trademark Security Agreement - Milk Specialties (first lien) [Executed] (124804138.1)#page2.tif
source=Milk - Trademark Security Agreement - Milk Specialties (first lien) [Executed] (124804138.1)#page3.tif
source=Milk - Trademark Security Agreement - Milk Specialties (first lien) [Executed] (124804138.1)#page4.tif
source=Milk - Trademark Security Agreement - Milk Specialties (first lien) [Executed] (124804138.1)#page5.tif

TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2021, between MILK SPECIALTIES COMPANY, a Delaware corporation (the “*Grantor*”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor, MSG NUTRITIONAL INGREDIENTS HOLDING CORPORATION (“*Holdings*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) a Security Agreement, dated as of August 16, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1

hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all rights to sue or otherwise recover for any past, present and future infringement, or other violation or impairment thereof;

(iv) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing;

(v) all other rights, priorities and privileges accruing thereunder or pertaining thereto in the United States;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets (which Excluded Assets include, for the avoidance of doubt, any "intent-to-use" Trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application, or any registration issuing therefrom, under applicable federal law).

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

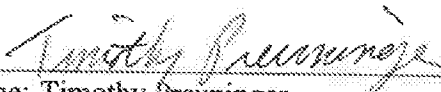
This Trademark Security Agreement has been executed, delivered and accepted in, and shall be deemed to have been made in, New York and shall be governed by and construed and enforced in accordance with the Laws of the State of New York. The provisions of Section 12.03 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

MILK SPECIALTIES COMPANY

By:



Name: Timothy Freuninger

Title: Chief Financial Officer

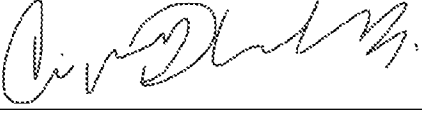
[Trademark Security Agreement - Milk Specialties Company (First Lien)]

TRADEMARK

REEL: 007336 FRAME: 0588

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Vipul Dhadha
Title: Authorized Signatory

By: 
Name: Daniel Kogan
Title: Authorized Signatory

[Trademark Security Agreement - Milk Specialties Company (*First Lien*)]

TRADEMARK
REEL: 007336 FRAME: 0589

Schedule 1

Mark	Filing Date	App. No.	Reg. Date	Reg. No.	Status
DURACOAT	6/10/20	88957456	6/8/2021	6381979	Registered – Section 8 and 15 due 6/8/26-27
MULTAPRO	6/12/20	88961880	5/25/21	6366009	Registered – Section 8 and 15 due 5/25/26-27
MUSCLEPEP	5/26/17	87465351	1/5/2021	6239974	Registered – Section 8 and 15 due 1/5/26-27
NUTRACREAM	9/11/20	90173774 ITU			Pending
NUTRIPRO	5/26/20	88932985	5/25/21	6365956	Registered – Section 8 and 15 due 5/25/26-27
ORGANI-LAC	8/19/17	87575889	7/3/18	5509886	Registered – Section 8 and 15 due 7/3/23-24
PRORIZ	5/29/18	87939454	9/8/20	6148004	Registered – Section 8 and 15 due 9/8/25-26
PRORIZ	5/29/18	87939489	9/8/20	6148005	Registered – Section 8 and 15 due 9/8/25-26
VITALCHOL DX	6/10/20	88957450	12/15/20	6221948	Registered – Section 8 and 15 due 12/15/25-26
ZERLAC	5/29/19	88448165	8/18/20	6131381	Registered – Section 8 and 15 due 8/18/25-26