

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milk Source, LLC		11/14/2014	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4374551	MILKSOURCE	
Registration Number:	4374550	MILKSOURCE	
Registration Number:	2563789	CALFSOURCE	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	381346-6		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/18/2014		
Total Attachments: 4			
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TRADEMARK COLLATERAL AGREEMENT

This 14th day of November, 2014, Milk Source, LLC, a Wisconsin limited liability company (the “*Debtor*”) with the Debtor’s principal place of business and mailing address at N3569 Vanden Bosch Rd., Kaukauna, Wisconsin, 54130, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to BMO Harris Bank N.A. (“*BMO*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) All of Debtor’s right, title and interest (including common law rights and all state and federal registrations) in and to 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

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement 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 to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not include any intent-to-use trademark applications until a verified statement of use is filed with the United States Patent and Trademark Office.

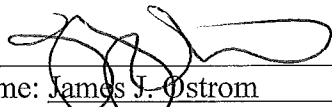
The Agent and Debtor hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Wisconsin.

[SIGNATURE PAGE TO FOLLOW]

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

MILK SOURCE, LLC

By  _____
Name: James J. Ostrom _____
Title: President _____

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

BMO HARRIS BANK N.A., as Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Title: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

OWNER	JURISDICTION	REGISTRATION/ SERIAL NUMBER	TITLE	ISSUE DATE/ FILING DATE
MILK SOURCE, LLC	US	4374551/85586759	MILKSOURCE	APRIL 2, 2012
MILK SOURCE, LLC	US	4374550/85586739	MILKSOURCE	APRIL 2, 2012
MILK SOURCE, LLC	US	2563789/78026598	CALFSOURCE	SEPTEMBER 19, 2000