

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNITED DAIRY, INC.		03/30/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	1300 East Ninth Street		
Internal Address:	13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4460023	ECOJUG	
Registration Number:	2195053	UNITED GOLDEN	
Registration Number:	1705202	FIKE'S DAIRY	
Serial Number:	86348416	ULTRA SKIM	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.257		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	04/01/2015		

OP \$115.00 4460023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of March 30, 2015 by UNITED DAIRY, INC., an Ohio corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A. (the "Lender").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantor, the other Loan Parties party thereto, and Lender (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Grantor entered into that certain Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to Lender, among other things, a continuing security interest in certain of the Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Lender and grants to Lender, a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including without limitation those set forth on Schedule A attached hereto, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

and (f) all rights corresponding to any of the foregoing throughout the world. Notwithstanding the foregoing, in no event shall the Trademark Collateral include any Excluded Assets.

3. Cumulative Remedies. All of the rights and remedies of Lender under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Lender and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio.

6. Counterparts. This Agreement 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first above written.

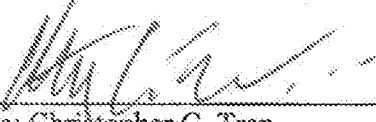
GRANTOR:

UNITED DAIRY, INC.

By: J. E. Asano
Name: Jacob E. Asano
Title: VP/CEO

AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as Lender

By: 
Name: Christopher C. Tran
Title: Authorized Officer

SCHEDULE A

TRADEMARKS

GRANTOR	MARK	STATUS	SERIAL NO.	REGISTRATION NO.	DATE
United Dairy, Inc.	ECOJUG	Registered	85744807	4460023	12/31/2013
United Dairy, Inc.	UNITED GOLDEN	Registered	75285399	2195053	10/13/1998
United Dairy, Inc.	FIKES'S DAIRY	Registered	74109474	1705202	08/04/1992

TRADEMARK APPLICATIONS

GRANTOR	MARK	STATUS	SERIAL NO.	REGISTRATION NO.	DATE
United Dairy, Inc.	ULTRA SKIM	Pending— Application filed 07/25/2014	86348416	N/A	07/25/2014