

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Icelandic Milk and Skyr Corporation		01/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn Street		
Internal Address:	35th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3978431	SIGGI'S	
CORRESPONDENCE DATA			
Fax Number:	6785532602		
<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:	6785532601		
Email:	jimmarl@gtlaw.com		
Correspondent Name:	LaShana C. Jimmar, Paralegal		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	3333 Piedmont Road, NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	169580.010100		
NAME OF SUBMITTER:	LaShana C. Jimmar		
SIGNATURE:	/LaShana C. Jimmar/		
DATE SIGNED:	01/13/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement") dated as of January 12, 2017, by and between The Icelandic Milk and Skyr Corporation, a Delaware corporation (the "Grantor"), and JPMorgan Chase Bank, N.A. (the "Lender"), on behalf of the Lender and the other Secured Parties.

WITNESSETH:

WHEREAS, the Borrower and the Lender have entered into that certain Credit Agreement dated as of January 12, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Lender is willing to make available the financial accommodations to the Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Pledge and Security Agreement dated as of January 12, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Lender, for the benefit of Lender and the other Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants, collaterally assigns, and pledges to the Lender, for the ratable benefit of the Secured Parties, a Lien on and security interest in, all of Grantor's right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

- (a) all of Grantor's Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals, reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, and/or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Lender, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and 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.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new United States trademarks or ownership of any new U.S. applications for registration of any registered trademarks included in the Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Lender within such time limit set forth in the Security Agreement with respect to any such new trademarks for which Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any such trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule I to include any new United States trademark rights registered or applied for trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

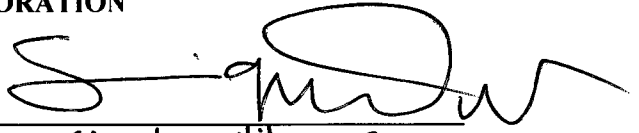
7. **GOVERNING LAW.** This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

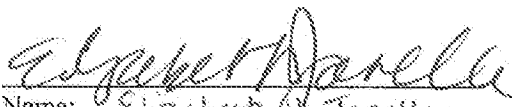
GRANTOR:

**THE ICELANDIC MILK AND SKYR
CORPORATION**

By: 
Name: *Sigurdur Hilmarsson*
Title: *CEO*

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Elizabeth J. Janella
Title: Executive Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
THE ICELANDIC MILK AND SKYR CORPORATION	United States	SIGGI'S	3978431	6/14/2011