

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cincinnati Preserving Company		03/27/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Stonegate Asset Company II, LLC		
Street Address:	123 N. Wacker Dr., Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3855685	ROBERT ROTHSCHILD FARM	
Registration Number:	3634280	ROBERT ROTHSCHILD FARM	
Registration Number:	3700158	GAMEDAY	
Serial Number:	85807962	GAMEDAY	
Registration Number:	2777046	MADE IN NAPA VALLEY	
Serial Number:	86746789	MADE IN NAPA VALLEY	
Registration Number:	3662632	ANNA MAE'S	
Registration Number:	1703520	CLEARBROOK FARMS	
Registration Number:	3258351	CLEARBROOK FARMS	
Registration Number:	2192376	LINDEN RIDGE	
Serial Number:	87906570	DAVID EVANS FOODS	
Registration Number:	4047321	VINEYARD PANTRY	
Serial Number:	86839354	SMALL BATCH. FROM SCRATCH.	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	bcipdocketing@bclplaw.com		
TRADEMARK			

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Correspondent Name: BRYAN CAVE LEIGHTON PAISNER LLP
Address Line 1: 211 North Broadway, Suite 3600
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: 1087791.6

NAME OF SUBMITTER: Rebecca Rozen

SIGNATURE: /Rebecca Rozen/

DATE SIGNED: 03/29/2019

Total Attachments: 4

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SHORT FORM TRADEMARK SECURITY AGREEMENT

This SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 27, 2019 is made by CINCINNATI PRESERVING COMPANY, an Ohio corporation (the "Assignor"), in favor of STONEGATE ASSET COMPANY II, LLC, a Delaware limited liability company with a place of business at 123 N. Wacker Dr., Suite 1160, Chicago, IL 60603 ("Lender").

RECITALS:

Assignor has executed and delivered to Lender a Credit dated on or about the date hereof (the "Credit Agreement") and other agreements, documents and instruments contemplated by the transactions contained in the Credit Agreement. The Credit Agreement, together with all agreements, documents and instruments executed and/or delivered to Lender by any person in connection therewith, as the same may be amended, restated, extended, replaced or otherwise modified from time to time, shall be referred to collectively as the "Loan Documents". Pursuant to the terms of the Credit Agreement Assignor is liable for the payment and performance of the "Obligations" (as such term is defined in the Credit Agreement) as further described therein. Pursuant to the terms of the Loan Documents and this Agreement, Assignor is granting to Lender a security interest in and to the "Trademark Collateral" (defined below) in order to secure repayment of Obligations pursuant to the Credit Agreement.

AGREEMENT:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Assignor hereby grants to the Lender for its benefit a present and continuing first priority lien and security interest in and to all of its right, title and interest in, to and under the following ("Trademark Collateral"):

- (a) the trademarks, including without limitation those listed on Exhibit A hereto;
- (b) all extensions, renewals and reexaminations of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all income, royalties, and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application filed with the U.S. Patent and Trademark Office ("PTO") for which a statement of use has not been filed with the PTO.

SECTION 3. Trademark Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to a Security Agreement dated on or about the date hereof (the "Security Agreement"), and Assignor hereby

acknowledges and agrees 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.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

SECTION 5. Construction if Multiple Assignors. If this Agreement is executed by two (2) or more persons/entities as Assignor, unless otherwise specifically provided for herein all representations, covenants, agreements, rights, liabilities and obligations of Assignor in this Agreement shall be made, granted to or borne, as applicable, jointly and severally by such persons/entities, and Lender may enforce any and all rights, remedies and benefits of Lender under this Agreement against such persons/entities jointly and/or severally as Lender may elect in Lender's sole discretion.

SECTION 6. 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 law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

**EXHIBIT A
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

	Trademark	Type	Jurisdiction	Registration No	Registration Date
1	Robert Rothschild Farm	Word Mark	USA	3,855,685	10/05/2010
2	Robert Rothschild Farm	Word Mark	Canada	TMA806,128	09/07/2011
3	Robert Rothschild Farm	Logo (see below)	USA	3,634,280	06/09/2009
4	Game Day Gourmet	Word Mark	Canada	TMA829,031	08/02/2012
5	Gameday	Word Mark	USA	3,700,158	10/20/2009
6	Gameday	Word Mark	USA	Pending (85/807962)	Published 7/12/2015
7	Gameday	Word Mark	Canada	TMA823,490	05/07/2012
8	Made in Napa Valley	Word Mark	USA	2,777,046	10/21/2003
9	Made in Napa Valley	Logo (see below)	USA	Pending (86/746789)	Filed 09/03/2015
10	Vineyard Pantry	Word Mark	USA	4,047,321	11/01/2011
11	Small Batch From Scratch	Word Mark	USA	Pending (86/839354)	Filed 12/04/2015
12	Anna Mae's	Word Mark	USA	3,662,632	08/04/2009
13	Anna Mae's	Word Mark	Canada	TMA773,680	08/04/2010
14	Clearbrook Farms	Word Mark	USA	1703520	07/28/1992
15	Clearbrook Farms	Logo (see below)	USA	3258351	07/03/2007
16	Linden Ridge	Word Mark	USA	2192376	11/10/1997
17	David Evans Foods	Word Mark	USA	Pending (87/906570)	Filed 05/03/2018