

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828294

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foremost Farms USA, Cooperative		07/31/2023	Cooperative Association: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	301356	FOREMOST	
Registration Number:	601918	FOREMOST	
Registration Number:	746310	TEKLAC	
Registration Number:	747696	NUTRITEK	
Registration Number:	1032455	FORETEIN	
Registration Number:	1036344	LACTO-G	
Registration Number:	1113724	DARITEK	
Registration Number:	1425851	LO-LAC	
Registration Number:	1982597	F FOREMOST FARMS USA	
Registration Number:	1982598	FOREMOST FARMS USA	
Registration Number:	1984139	F FOREMOST FARMS USA	
Registration Number:	2007937	F	
Registration Number:	2047467	1950 127 BRAND	
Registration Number:	2063706	FOREMOST FARMS USA	
Registration Number:	3053174	FOREMOST F	
Registration Number:	3112095		
Registration Number:	3123316	COW-LEGE CASH	
Registration Number:	3150450	F	
Registration Number:	4728885	NUTRITEK	
		TRADEMARK	

OP \$540.00 301356

Property Type	Number	Word Mark
Registration Number:	5222605	FOREMOST FARMS USA
Registration Number:	5566557	UPSCALE

CORRESPONDENCE DATA

Fax Number: 8888295819

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: 8888295817

Email: results-uccteam2@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 208 South LaSalle St.

Address Line 2: Suite 814

Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER: Michelle A. Covert

SIGNATURE: /Michelle A. Covert/

DATE SIGNED: 07/31/2023

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Foremost Farms USA, Cooperative

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Cooperative Association

Citizenship (see guidelines) Wisconsin

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 31, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BMO Harris Bank N.A., as Agent

Street Address: 320 South Canal Street

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National Associa Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached hereto

See Schedule A attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michelle A. Covert

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: IL Zip: 60606

Phone Number: 312-845-2959

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Michelle A. Covert for Chapman and Cutler LLP

July 31, 2023

Signature

Date

Michelle A. Covert, Paralegal

Total number of pages including cover sheet, attachments, and document: 7

Name of Person Signing

TRADEMARK COLLATERAL AGREEMENT

This 31st day of July, 2023, FOREMOST FARMS USA, COOPERATIVE, a cooperative association organized under the laws of the State of Wisconsin (“*Debtor*”) with its principal place of business and mailing address at 8401 Greenway Boulevard, Suite 600 Middleton, Wisconsin 53562 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association (“*BMO Harris*”), with its mailing address at 320 South Canal Street, Chicago, Illinois 60606, acting as administrative agent for the Secured Creditors as defined in the Credit Agreement (BMO Harris acting as such administrative agent and any successor or successors to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*), and grants to Agent a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) 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 all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default 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 but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of July 31, 2023 among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”). Except as otherwise defined herein, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement or Credit Agreement, as applicable.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use or Amendment to Allege Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-

Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and 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. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois, without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns and the other Loan Documents including, without limitation, any Assignment shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Illinois State Electronic Commerce Security Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[SIGNATURE PAGE TO FOLLOW]


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

FOREMOST FARMS USA, COOPERATIVE

By 
Name: Robert Bascom
Title: Senior Vice President & Chief
Financial Officer

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

BMO HARRIS BANK N.A.

By 
Name: Meaghan E. Jacobsen
Title: Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

Mark	Jurisdiction	App. No./Reg. No.	Registration/Filing Date	Status	Int. Classes	Owner
FOREMOST	United States	Reg. No. 301356	2/28/1933	Live	030	Foremost Farms USA, Cooperative
FOREMOST	United States	Reg. No. 601918	2/8/1955	Live	029	Foremost Farms USA, Cooperative
TEKLAC	United States	Reg. No. 746310	3/5/1963	Live	-	Foremost Farms USA, Cooperative
NUTRITEK	United States	Reg. No. 747696	4/2/1963	Live	-	Foremost Farms USA, Cooperative
FORETEIN	United States	Reg. No. 1032455	2/3/1976	Live	030	Foremost Farms USA, Cooperative
LACTO-G	United States	Reg. No. 1036344	3/23/1976	Live	031	Foremost Farms USA, Cooperative
DARITEK	United States	Reg. No. 1113724	2/20/1979	Live	029	Foremost Farms USA, Cooperative
LO-LAC	United States	Reg. No. 1425851	1/20/1987	Live	029	Foremost Farms USA, Cooperative
Design	United States	Reg. No. 1982597	6/25/1996	Live	035	Foremost Farms USA, Cooperative

Design	United States	Reg. No. 1982598	6/25/1996	Live	035	Foremost Farms USA, Cooperative
Design	United States	Reg. No. 1984139	7/2/1996	Live	035	Foremost Farms USA, Cooperative
Design	United States	Reg. No. 2007937	10/15/1996	Live	035	Foremost Farms USA, Cooperative
1950 127 Brand	United States	Reg. No. 2047467	3/25/1997	Live	029	Foremost Farms USA, Cooperative
FOREMOST FARMS USA	United States	Reg. No. 2063706	5/20/1997	Live	035	Foremost Farms USA, Cooperative
Design	United States	Reg. No. 3053174	1/31/2006	Live	029	Foremost Farms USA, Cooperative
Design	United States	Reg. No. 3112095	7/4/2006	Live	036	Foremost Farms USA, Cooperative
COW-LEGE CASH	United States	Reg. No. 3123316	8/1/2006	Live	036	Foremost Farms USA, Cooperative
Design	United States	Reg. No. 3150450	10/3/2006	Live	001; 029; 032	Foremost Farms USA, Cooperative
NUTRITEK	United States	App. No. 86198076 Reg. No. 4728885	4/28/2015	Live	-	Foremost Farms USA, Cooperative
Foremost Farms USA	United States	App. No. 87/226,434 Reg. No. 5222605	6/13/2017	Live	-	Foremost Farms USA, Cooperative
UPSCALE	United States	App. No.	9/1//2018	Live	005; 031	Foremost

		87/330,581 Reg. No. 5566557				Farms USA, Cooperative
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