

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment to Patent, Trademark and License Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Manna Pro Products, LLC		02/28/2013	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	One U.S. Bank Plaza, 12th Floor
Internal Address:	Mail Code SL-MO-T12M
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1036561	CALF MEDIC
Registration Number:	1058909	START TO FINISH
Registration Number:	1377862	PRO-LYTE
Registration Number:	1526500	ASAP
Registration Number:	1837694	START TO FINISH MARE & FOAL PELLETS
Registration Number:	2127315	ADVANCE
Registration Number:	2934801	PROVANCE
Registration Number:	3043653	COOL CALORIES 100
Registration Number:	3072534	COOL CALORIES
Registration Number:	3299263	HOOF AID
Registration Number:	3308587	COOL OMEGA 40
Registration Number:	3365023	ADVANCE ARREST

CH \$315.00 1036561

CORRESPONDENCE DATA

Fax Number: 3146673633

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Jennifer A. Visintine

Address Line 1: One US Bank Plaza

Address Line 2: Thompson Coburn LLP

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299/64610
NAME OF SUBMITTER:	Jennifer A. Visintine
Signature:	/JAV/
Date:	04/11/2013

Total Attachments: 7

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SECOND AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS SECOND AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Amendment") is made and entered into as of February 28, 2013, by and between **MANNA PRO PRODUCTS, LLC**, a Missouri limited liability company ("Debtor"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("Secured Party"), and has reference to the following facts and circumstances (the "Recitals"):

A. Debtor previously executed the Patent, Trademark and Security Agreement dated as of December 29, 2006, in favor of Secured Party (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment).

B. The Agreement was previously amended as described in the Amendment to Patent, Trademark and License Security Agreement dated as of April 27, 2011; and Debtor and Secured Party desire to further amend the Agreement in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. **Recitals.** The Recitals are true and correct, and, together with the defined terms set forth therein, are incorporated herein by this reference.

2. **Amendment to Agreement.** The Agreement is amended as follows:

(a) All references to Schedule B in the Agreement are deleted and replaced with "Schedules B and B1."

(b) Schedule A and Schedule C to the Agreement are deleted and replaced with Schedule A, and Schedule C attached hereto and incorporated by reference.

(c) Schedule B1 attached hereto is added to the Agreement as Schedule B1.

3. **References to the Agreement.** All references in the Agreement to "this Agreement" and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment.

4. **Full Force and Effect.** Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

5. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective successors and assigns, except that Debtor may not assign, transfer or delegate any of its rights or obligations under the Agreement as amended by this Amendment.

6. **Representations and Warranties.** Debtor hereby represents and warrants to Secured Party that:

(a) the execution, delivery and performance by Debtor of this Amendment are within the corporate powers of Debtor, have been duly authorized by all necessary corporate action and require no action by or in respect of, consent of or filing or recording with, any governmental or regulatory body, instrumentality, authority, agency or official, or any other Person;

(b) the execution, delivery and performance by Debtor of this Amendment does not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, the terms of the Articles of Incorporation or Bylaws of Debtor, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality authority, agency or official or any agreement, document or instrument to which Debtor is a party or by which Debtor or any of its Property is bound or to which Debtor or any of its Property is subject;

(c) this Amendment has been duly executed and delivered by Debtor and constitutes the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) all of the representations and warranties made by Debtor in the Agreement are true and correct in all material respects on and as of the date of this Amendment as if made on and as of the date of this Amendment; and

(e) as of the date of this Amendment, no Default or Event of Default under or within the meaning of the Agreement has occurred and is continuing.

7. **Release.** In consideration for Secured Party's agreement to the terms of this Amendment, Debtor, and its agents, employees, successors, and assigns hereby unconditionally release, acquit, waive and forever discharge Secured Party and its agents, officers, directors, employees, successors and assigns from any and all liabilities, claims, causes of action or defenses, if any, for any action taken or for any failure to take any action, at any time prior to the execution of this Amendment.

8. **Inconsistency.** In the event of any inconsistency or conflict between this Amendment and the Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.

9. **Choice of Law.** This Amendment shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Secured Party and Debtor have executed this Amendment as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE-
AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

Debtor:

MANNA PRO PRODUCTS, LLC

By: 
Edward F. Ryan, Manager

Secured Party:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Anthony Billings, Assistant Vice President

5688322

**SIGNATURE PAGE-
AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**


Debtor:

MANNA PRO PRODUCTS, LLC

By: _____
Edward F. Ryan, Manager

Secured Party:

U.S. BANK NATIONAL ASSOCIATION

By:  _____
Anthony Billings, Assistant Vice President

SCHEDULE A

(Patents and Patent Applications)

None

SCHEDULE B1

(Trademarks and Trademark Applications Acquired from Milk Specialties Company)

(attached)

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
1,036,561	March 30, 1976	CALF MEDIC
1,058,909	February 15, 1977	START TO FINISH
1,377,862	January 14, 1986	PRO-LYTE
1,526,500	February 28, 1989	ASAP
1,837,694	May 31, 1994	START TO FINISH MARE AND FOAL PELLETS
2,127,315	January 6, 1998	ADVANCE
2,934,801	March 22, 2005	PROVANCE
3,043,653	January 17, 2006	COOL CALORIES 100
3,072,534	March 28, 2006	COOL CALORIES
3,299,263	September 25, 2007	HOOF AID
3,308,587	October 9, 2007	COOL OMEGA 40
3,365,023	January 8, 2008	ADVANCE ARREST
N/A	N/A	FARRIER'S AID
N/A	N/A	HORSE TREATS
N/A	N/A	HORSE PRILLS
N/A	N/A	ANIMAL HEALTH

SCHEDULE C

(Licenses)

Corona & Horseman's Dream Trademark License Agreement executed by Summit Industries, Inc., as licensor and Debtor, as licensee, dated as of April 27, 2011

Lexol Trademark License Agreement executed by Summit Industries, Inc., as licensor and Debtor, as licensee, dated as of April 27, 2011

License granted by Debtor to Milk Specialties Company relating to the Licensed Products (as defined in Article V, Section 1 of the Transaction Agreement dated as of January 14, 2013, executed by Debtor and Milk Specialties Company)