

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NRV, Inc.		02/20/2015	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	300 Barr Harbor Drive		
City:	Conshocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3247657		
Registration Number:	3549814		
Registration Number:	4001660	NUTRA MELK	
Registration Number:	3914124	INCREDI-BLEND	
Registration Number:	3247663	REAL VEAL	
Registration Number:	3244694	RESYNCH	
Registration Number:	3544971	ARRIVE ALIVE	
Registration Number:	3625409	GEN-III LYTE	
Registration Number:	3504995	WE TAKE CARE OF CALVES, NATURALLY!	
Registration Number:	1690415	STARMELK	
Registration Number:	1353640	FINMELK+	
Serial Number:	86474095	EVOLUTION NUTRITION	
Serial Number:	86473853	EVOLVE	
Serial Number:	86464372	THRIFTY CALF	
Serial Number:	86463171	HAPPY CALF	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			

CH \$390.00 3247657

Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 511629

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 02/23/2015

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 20 day of February, 2015, NRV, Inc., a Wisconsin corporation ("*Debtor*") with its principal place of business and mailing address at 8155 American Street, Ixonia, Wisconsin 53036, 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 Wells Fargo Bank, National Association, a national banking association, with its mailing address at 300 Barr Harbor Drive, Conshohocken, PA 19428, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(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

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement 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 to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party 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 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 Secured Party 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 Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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.

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

NRV, INC.

By 
Name Fabien Fontaine
Title President

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name _____
Title _____

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

NRV, INC.

By _____
Name _____
Title _____

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By James J. Trankle
Name James J. Trankle
Title Vice President



[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 005464 FRAME: 0277

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

OWNER	MARKS	REG. NO.	GRANTED
NRV, INC.		3247657	5/29/2007
NRV, INC.		3549814	12/23/2008
NRV, INC.	NUTRA MELK	4001660	7/26/2011
NRV, INC.	INCREDI-BLEND	3914124	2/1/2011
NRV, INC.	REAL VEAL	3247663	5/29/2007
NRV, INC.	RESYNCH	3244694	5/22/2007
NRV, INC.	ARRIVE ALIVE	3544971	7/8/2008
NRV, INC.	GEN-III LYTE	3625409	5/26/2009
NRV, INC.	WE TAKE CARE OF CALVES, NATURALLY!	3504995	9/23/2008
NRV, INC.	STARMELK	1690415	6/2/1992
NRV, INC.	FINMELK+	1353640	9/13/1985

PENDING FEDERAL TRADEMARK APPLICATIONS

OWNER	MARK	SERIAL NO.	FILED
NRV, INC.	EVOLUTION NUTRITION	86474095	12/8/2014
NRV, INC.	EVOLVE	86473853	12/8/2014
NRV, INC.	THRIFTY CALF	86464372	11/25/2014
NRV, INC.	HAPPY CALF	86463171	11/24/2014