

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Enzyme Company, LLC		10/01/2015	LIMITED LIABILITY COMPANY: MISSOURI
SORA Laboratories, LLC		10/01/2015	LIMITED LIABILITY COMPANY: MISSOURI
American Animal Nutrition, LLC		10/01/2015	LIMITED LIABILITY COMPANY: MISSOURI
NEC Facilities, LLC		10/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
NEC Holdings, LLC		10/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of the West		
Street Address:	155 N. Wacker Drive, 44th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3172350	BIO-CORE	
Registration Number:	3437810	BIOCORE	
Registration Number:	3331403	BIOCORE CARBO	
Registration Number:	3345445	BIOCORE DAIRY	
Registration Number:	3345449	BIOCORE DAIRY ULTRA	
Registration Number:	3349666	BIOCORE DPP-IV	
Registration Number:	3464085	BIOCORE LIPO	
Registration Number:	3345444	BIOCORE PRO	
Registration Number:	3025457	CERECALASE	
Registration Number:	3031147	ENZYME UNIVERSITY	
Registration Number:	4334783	ENZYMOLIC	
Registration Number:	3064772	E·D·S	

CH \$665.00 3172350

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4714768	H3XG WITH GARCINIA CAMBOGIA, GREEN TEA A
Registration Number:	4600969	HOGGG BUSTER
Registration Number:	2752915	ISOLASE
Registration Number:	2760237	N ZIMESPA-L FUNGAL PANCREATIN ALTERNATIV
Registration Number:	4460975	N.ZIMES
Registration Number:	3033544	NATIONAL ENZYME COMPANY
Registration Number:	2913606	NATTOZIMES
Registration Number:	3255983	NUTRITION RAISED TO THE POWER OF ENZYMES
Registration Number:	3099703	N-ZIMES PA
Registration Number:	3025456	N-ZIMESPA-L
Registration Number:	4346865	ORAL REFRESH
Registration Number:	3234840	PROCERELASE
Registration Number:	2870229	SERRAZIMES
Registration Number:	4334918	ZIP EX2

CORRESPONDENCE DATA

Fax Number: 3059615556

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: 3055790558

Email: chius@gtlaw.com

Correspondent Name: Greenberg Traurig, P.A.

Address Line 1: Sandy Chiu, Esq.

Address Line 2: 333 S.E. 2nd Avenue, Suite 4400

Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER: 147264.010800

NAME OF SUBMITTER: Sandy Chiu

SIGNATURE: /Sandy Chiu/

DATE SIGNED: 10/06/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of October 1, 2015, among NATIONAL ENZYME COMPANY, LLC, a Missouri limited liability company, SORA LABORATORIES, LLC, a Missouri limited liability company, AMERICAN ANIMAL NUTRITION, LLC, a Missouri limited liability company, NEC FACILITIES, LLC, a Delaware limited liability company, and NEC HOLDINGS, LLC, a Delaware limited liability company (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BANK OF THE WEST (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantors and Lender, Lender has agreed to extend credit to Grantors;

WHEREAS, in order to induce Lender to enter into the Credit Agreement and other Loan Documents and to induce Lender to extend credit thereunder, Grantors have agreed to execute and deliver to Lender that certain Guaranty and Security Agreement dated as of the date hereof (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 Credit Agreement and the Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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. Each Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

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 until such time as a statement of use has been filed with and accepted by the United States 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 Grantors, or any of them, to Lender, whether or not they are enforceable or allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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 any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Lender, concurrently with the next delivery of financial statements pursuant to Section 7.2 of the Credit Agreement, with respect to any such new trademark registrations acquired by any or and new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office and/or any foreign trademark or intellectual property office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 Lender's continuing security interest in all 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 instrument. 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. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been Paid in Full.

[Signatures Immediately Follow]

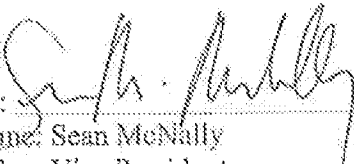
IN WITNESS WHEREOF, each of the parties hereto have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

NATIONAL ENZYME COMPANY, LLC

By: 
Name: Sean McNally
Title: Vice President

SORA LABORATORIES, LLC

By: 
Name: Sean McNally
Title: Vice President

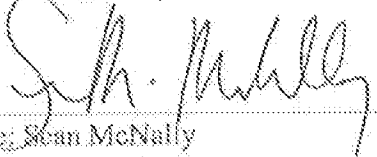
AMERICAN ANIMAL NUTRITION, LLC

By: 
Name: Sean McNally
Title: Vice President

NEC FACILITIES, LLC

By: 
Name: Sean McNally
Title: Vice President

NEC HOLDINGS, LLC

By: 
Name: Sean McNally
Title: Vice President

Signature Page to Trademark Security Agreement

LENDER:

BANK OF THE WEST

By: 
Name: Matthew B. Weidle
Title: Director, National Commercial Banking

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005639 FRAME: 0105

SCHEDULE I

to





TRADEMARK SECURITY AGREEMENT

(See attachment.)



All Marks	US Marks	International Marks	Registered Marks	Pending Marks
27	26	3	26	1

TRADEMARKS LOG

Mark	Country	Status	Reg	Aff of Use Due	Next Renewal Due	Classes
BIO-CORE	United States of America	registered	3172350	11/14/2012	11/14/2016	5
BIOCORE	United States of America	registered	3437810	5/27/2014	5/27/2018	5
BIOCORE-I	China	Abandoned		2014		
BIOCORE-I	Taiwan	registered	01450464			40
BioCore Amino Tap™	United States of America	pending			01/15/2021	
BioCore Amino Tap™	Australia	pending				
BIOCORE CARBO	United States of America	registered	3331403	11/6/2013	11/6/2017	5
BIOCORE DAIRY	United States of America	registered	3345445	11/27/2013	11/27/2017	5
BIOCORE DAIRY ULTRA	United States of America	registered	3345449	11/27/2013	11/27/2017	5
BIOCORE DPP-IV	United States of America	registered	3349666	12/4/2013	12/4/2017	5
BioCore® Fruzzle	United States of America	*				
BIOCORE LIPO	United States of America	registered	3464085	7/8/2014	7/8/2018	5
BIOCORE PRO	United States of America	registered	3345444	11/27/2013	11/27/2017	5
BioCore® Tolerance	United States of America	*				
CERECALASE	United States of America	registered	3025457	12/13/2011	12/13/2015	5
ENZYME UNIVERSITY	United States of America	registered	3031147	12/20/2011	12/20/2015	44
ENZYMOLIC	United States of America	registered	4334783	5/14/2019	5/14/2023	5
E-D-S (Stylized)	United States of America	Abandoned	3064772			5
H3XG® WITH GARCINIA CAMBOGIA, GREEN TEA AND GREEN COFFEE & Design	United States of America	registered	4714768	4/7/2015	4/7/2020	5
HOGG BUSTER	United States of America	registered	4600969	9/9/2020	9/9/2024	5
ISOLASE	United States of America	registered	2752915	8/19/2009	8/19/2023 [08/19/2013]	5
N ZIMESPA-L FUNGAL PANCREATIN ALTERNATIVE LIPASE & Design	United States of America	registered	2760237	9/2/2009	9/2/2023 [09/02/2013]	5
N ZIMES	United States of America	registered	4460975	1/7/2020	1/7/2024	5
N ZIMES	Taiwan	registered	01450465		01/15/2021	40
NATIONAL ENZYME COMPANY	United States of America	registered	3033544	12/27/2011	12/27/2015	40
 Nutrition Food Company	Taiwan	registered	01453481		02/28/2021	5
 Nutrition Food Company	Taiwan	registered	01454943		02/28/2021	40
 Nutrition Food Company	Taiwan	registered	01456421		03/31/2021	5
 Nutrition Food Company	Taiwan	registered	01451942		02/28/2021	40
NATTOZIMES	United States of America	registered	2913506	12/23/2010	12/23/2024 [12/23/2014]	5
NATTOZIMES	China	registered	7722143	9/24/2009	12/13/2020	5
NATTOZIMES	China	registered	7722147	9/24/2009	11/27/2020	30
NATTOZIMES	Taiwan	registered	01450462		01/15/2021	40
NUTRITION RAISED TO THE POWER OF ENZYMES	United States of America	registered	3255983	9/24/2009	6/26/2017	5
N ZIMES PA (Stylized)	United States of America	registered	3099708	6/6/2012	6/6/2016	5
N ZIMESPA-L	United States of America	registered	3025456	12/13/2011	12/13/2015	5
ORAL REFRESH	United States of America	registered	4346865	6/4/2019	6/4/2023	5
PROCERELASE	United States of America	registered	3234840	4/24/2013	4/24/2017	5
PROCERELASE	Canada	registered	TMA701953	none	11/28/2022	none
SERRAZIMES	United States of America	registered	2870229	8/3/2010	8/3/2024 [08/03/2014]	5
SERRAZIMES	Taiwan	registered	01450463		01/15/2021	40
ZIP EX2	United States of America	registered	4334918	5/14/2019	5/14/2023	5

Schedule 4.8 (a)



All Marks	US Marks	Registered Marks	Pending Marks
1	1		1

TRADEMARK LOG

Mark	Country	Status	Reg	Aff of Use Due	Next Renewal Due	Classes
EXACTA-PAK™ (AAN's Ownership)	United States of America	pending	none	none	none	35, 5

Schedule 4.8 (a)