

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BestCo Inc.		08/27/2014	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	201 North Tryon Street		
Internal Address:	Suite 1700		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2750886	BESTSWEET	
Registration Number:	2754090	BESTHEALTH	
Registration Number:	4408614	CHEWY NOT CHALKY	
Serial Number:	86102918	DREAMCHEWS	
Registration Number:	4423361	FLAVOR CHEWS	
Registration Number:	3640659	BEE M.D.	
Registration Number:	3606446	VERGE	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0081527-000099		

CH \$190.00 2750886

NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	04/11/2016
Total Attachments: 5 source=Fifth Third-Bestco Security Agreement#page1.tif source=Fifth Third-Bestco Security Agreement#page2.tif source=Fifth Third-Bestco Security Agreement#page3.tif source=Fifth Third-Bestco Security Agreement#page4.tif source=Fifth Third-Bestco Security Agreement#page5.tif	

GRANT OF SECURITY INTEREST
(PATENTS AND TRADEMARKS)

August 27, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BestCo Inc., a North Carolina corporation (the "Grantor"), with principal offices at 288 Mazeppa Road, Mooresville, NC 28115, hereby assigns and grants to FIFTH THIRD BANK, as Administrative Agent (the "Grantee") with principal offices at 201 North Tryon Street, Suite 1700, Charlotte, North Carolina 28202, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in Amended and Restated the Guaranty and Security Agreement by and among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of August 27, 2014 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guaranty and Security Agreement").

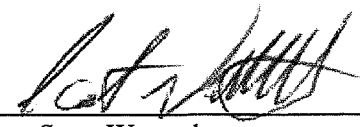
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

BESTCO INC., as Grantor

By: 
Name: Scott Wattenberg
Title: Chief Financial Officer

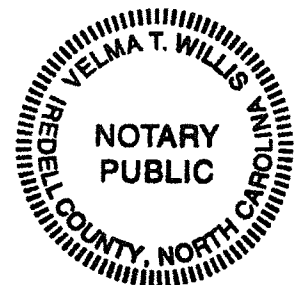
STATE OF NC)
) ss.:
COUNTY OF Iredell)

On this 26th day of August, 2014, before me personally came Scott Wattenberg who, being by me duly sworn, did state as follows: that he is the Chief Financial Officer of BestCo Inc., that he is authorized to execute the foregoing Grant on behalf of BestCo Inc. and that he did so by authority of the board of directors of BestCo Inc..

Velma T. Willis
Notary Public (Velma T. Willis)

My Commission Expires July 01, 2018

[Signatures Continue on Next Page]



FIFTH THIRD BANK,
as Administrative Agent, as Grantee

By: Jodie R. Ayres
Name: Jodie R. Ayres
Title: Vice President

STATE OF NC)
) ss.:
COUNTY OF Mecklenburg)

On this 27 day of August, 2014, before me personally came Jodie R. Ayres who, being by me duly sworn, did state as follows: that she is a Vice President of FIFTH THIRD BANK, that she is authorized to execute the foregoing Grant on behalf of Fifth Third Bank and that she did so by authority of Fifth Third Bank.

Dennis Rankin
Notary Public

Expires 8-24-17

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Application/ Registration Number	Date of Application/ Registration	Class	Owner
BESTSWEET	2,750,886	08/12/2003	30	BestCo Inc.
BESTHEALTH	2,754,090	08/19/2013	5	BestCo Inc.
CHEWY NOT CHALKY	4,408,614	09/24/2013	5	BestCo Inc.
DREAMCHEWS	86/102,918 (ITU)	05/13/2014	5	BestCo Inc.
FLAVOR CHEWS	4,423,361	10/22/2013	5	BestCo Inc.
SLEEPCHEWS	85/943,860 (ITU)	05/28/2013	5	BestCo Inc.
RAPID GEL & Design	86/341,579 (ITU)	07/18/2014	5	BestCo Inc.
BEE M.D.	3,640,659	06/16/2009	5	BestSweet Inc.
VERGE	3,606,446	04/14/2009	30	BestSweet Inc.

TRADEMARK LICENSES

None

Schedule B

REGISTERED PATENTS

None

PATENT APPLICATIONS

None

Patent Application

Application Number

Application Date

PATENT LICENSES

None