

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390649

| | | | |
|---|------------------------------------|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AMI Newco, LLC | | 04/08/2016 | Limited Liability Company: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | Enterprise Bank & Trust | | |
| Street Address: | 150 N. Meramec | | |
| City: | Clayton | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63105 | | |
| Entity Type: | chartered trust company: MISSOURI | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3989037 | K9 FULLFLEX | |
| Registration Number: | 3965625 | PET ASSIST | |
| Registration Number: | 3849717 | IMMUNE ASSIST | |
| Registration Number: | 3837770 | GANOULTRA | |
| Registration Number: | 3773918 | K-9 IMMUNITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3146122323 | | |
| <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: | 314-621-5070 | | |
| Email: | iptm@armstrongteasdale.com | | |
| Correspondent Name: | Courtney Jackson | | |
| Address Line 1: | 7700 Forsyth Boulevard, Suite 1800 | | |
| Address Line 4: | St. Louis, MISSOURI 63105 | | |
| NAME OF SUBMITTER: | Courtney Jackson | | |
| SIGNATURE: | /Courtney Jackson/ | | |
| DATE SIGNED: | 07/07/2016 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of April 8, 2016, and is by AMI Newco, LLC, a Nevada limited liability company ("Grantor"), in favor of Enterprise Bank & Trust ("Lender").

RECITALS

A. Grantor, as borrower, and Lender have entered into a Credit Agreement dated as of October 9, 2014 (as thereafter amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Lender has agreed to make loans to Grantor (among others).

B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of that certain Security Agreement of even date herewith and executed by Grantor in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein, in the Credit Agreement and in the Security Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:

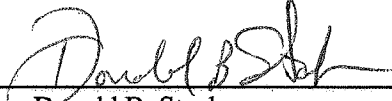
- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AMI Newco, LLC, a Nevada limited liability company

By: 
Name: Donald B. Stock
Title: Chief Executive Officer

Acknowledged:

Enterprise Bank & Trust

By: _____
Print Name: George W. Kriegshauser
Title: Vice President

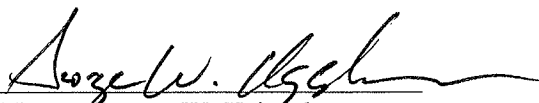
Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AMI Newco, LLC, a Nevada limited liability company

By: _____
Name: Donald B. Stock
Title: Chief Executive Officer

Acknowledged:

Enterprise Bank & Trust

By: 
Print Name: George W. Kriegshauser
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

1. Registered Trademarks

| Registration No. | Word Mark |
|------------------|---------------|
| 3989037 | K9 FULLFLEX |
| 3965625 | Pet Assist |
| 3253257 | ULTRA HCC |
| 2889214 | Immune-Assist |
| 3849717 | Immune Assist |
| 3837770 | GanoUltra |
| 2889215 | Diabeat-It |
| 3773918 | K-9 Immunity |

2. Abandoned Trademarks

- a. TAKE SOMETHING THAT WORKS - CONDITION SPECIFIC SUPPLEMENT
- b. Performax