

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM415527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MP-Espree, LLC		02/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2242570	ESPREE	
Registration Number:	2021757	ENERGEE	
Registration Number:	3855334	ESPREE	
Registration Number:	3717368	ESPREE	
Registration Number:	3779663	ALOE HERBAL HORSE SPRAY	
Registration Number:	3973609	SHOW STYLE	
Registration Number:	4605437	TRIPLE TREE FARM	
Registration Number:	4720802	BARK ART	
Serial Number:	87093869	NUTRISPREE	
Serial Number:	87155975	FARM TO MARKET	
Serial Number:	87271824	FARM TO MARKET	
Serial Number:	74685200	CITRUSIL	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		

TRADEMARK

Address Line 1:	919 Third Avenue
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1502
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NAME OF SUBMITTER:	Scott Kareff (014951-1502)
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SIGNATURE:	/kc for sk/
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DATE SIGNED:	02/09/2017
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Total Attachments: 4

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source=Trademark Assignment for Security for MP-Espree, LLC - Cerberus Business Finance, LLC#page4.tif

ASSIGNMENT FOR SECURITY – TRADEMARKS

February 8, 2017

WHEREAS, MP-Espree, LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated January 5, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized, as of the date first written.

MP-ESPREE, LLC

By:


Name: John Howe

Title: Chief Executive Officer

Signature Page -- IP Assignment (Trademarks) (Third Amendment)

TRADEMARK
REEL: 005985 FRAME: 0473

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Owned by MP-Espree, LLC

Country	Mark	Registration No.	Registration Date	Owner
UNITED STATES	ESPREE	2,242,570 75/368,098		MP-Espree, LLC
UNITED STATES	ENERGEE	2,021,757 74/684,934		MP-Espree, LLC
UNITED STATES	ESPREE	3,855,334 77/434,919		MP-Espree, LLC
UNITED STATES	ESPREE	3,717,368 77/434,934		MP-Espree, LLC
UNITED STATES	ALOE HERBAL HORSE SPRAY	3,779,663 77/457,577		MP-Espree, LLC
UNITED STATES	SHOW STYLE	3,973,609 85/142,705		MP-Espree, LLC
UNITED STATES	TRIPLE TREE FARM	4,605,437 86/198,284		MP-Espree, LLC
UNITED STATES	BARK ART	4,720,802 85/964,817		MP-Espree, LLC
UNITED STATES	NUTRISPREE	87/093,869		MP-Espree, LLC
UNITED STATES	FARM TO MARKET	87/155,975		MP-Espree, LLC
UNITED STATES	FARM TO MARKET	87/271,824		MP-Espree, LLC

UNITED STATES	CITRUSIL	74/685,200		MP-Espree, LLC
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