

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470863

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900439422

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PET BRANDS PRODUCTS, LLC		08/24/2017	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	ALLIANCE BUSINESS LENDING, LLC
Street Address:	1095 NIMITZVIEW DRIVE
Internal Address:	SUITE 400
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45230-4341
Entity Type:	Limited Liability Company: KENTUCKY

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4278980	COUNTRY KITCHEN
Registration Number:	4199145	COUNTRY KITCHEN
Registration Number:	3600057	KNOW YOUR PET
Serial Number:	87117604	CLEAN SCIENCE HEALTHY WHOLESOME
Serial Number:	87117573	CLEAN SCIENCE HEALTHY WHOLESOME
Serial Number:	87347162	WHITE PIG FARMS SERRANO
Serial Number:	87164880	COOKN' UP THE GOOD STUFF! COUNTRY KITCHEN
Serial Number:	87061466	CLEAN SCIENCE
Serial Number:	86644195	CLEAN SCIENCE
Serial Number:	86938481	AIN'T-LERS

CORRESPONDENCE DATA

Fax Number: 2025339099

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: 202-467-8800

Email: BEHOUE@VORYS.COM, LCSTRIGGLES@VORYS.COM

Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP

TRADEMARK

Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS
Address Line 2: ATTN: TANYA MARIE CURCIO
Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 67478-37

NAME OF SUBMITTER: Bernice Hogue

SIGNATURE: /bernice hogue/

DATE SIGNED: 04/23/2018

Total Attachments: 9

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462140

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PET BRANDS PRODUCTS, LLC		08/24/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	ALLIANCE BUSINESS LENDING, LLC		
Street Address:	1095 NIMITZVIEW DRIVE		
Internal Address:	SUITE 400		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45230-4341		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4278980	COUNTRY KITCHEN	
Registration Number:	4199145	COUNTRY KITCHEN	
Registration Number:	3600057	KNOW YOUR PET	
Serial Number:	87117604	CLEAN SCIENCE HEALTHY WHOLESOME	
Serial Number:	87117573	CLEAN SCIENCE HEALTHY WHOLESOME	
Serial Number:	87347162	WHITE PIG FARMS SERRANO	
Serial Number:	87164880	COOKN' UP THE GOOD STUFF! COUNTRY KITCHEN	
Serial Number:	87061466	CLEAN SCIENCE	
Serial Number:	86644195	CLEAN SCIENCE	
Serial Number:	86938481	AIN'T-LEERS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	BEHOGUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		

CH \$265.00 4278980

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PET BRANDS PRODUCTS, LLC		08/24/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	ALLIANCE BUSINESS LENDING, LLC		
Street Address:	1095 NIMITZVIEW DRIVE		
Internal Address:	SUITE 400		
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State/Country:	OHIO		
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Entity Type:	Limited Liability Company: KENTUCKY		
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Serial Number:	86644195	CLEAN SCIENCE	
Serial Number:	86938481	AIN'T-LEERS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		

TRADEMARK

REEL: 006348 FRAME: 0487

Phone: 202-467-8800
Email: BEHOGUE@VORYS.COM, LCSTRIGGLES@VORYS.COM
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.
Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP
Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS
Address Line 2: ATTN: TANYA MARIE CURCIO
Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	67478-37
NAME OF SUBMITTER:	Bernice Hogue
Signature:	/bernice hogue/
Date:	02/14/2018

Total Attachments: 6
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RECEIPT INFORMATION

ETAS ID: TM462140
Receipt Date: 02/14/2018
Fee Amount: \$265

TRADEMARK COLLATERAL RIDER

This TRADEMARK COLLATERAL RIDER (this "Rider"), dated as of August 24, 2017 (the "Effective Date"), is attached to and made a part of that certain Security Agreement dated as of August 18, 2017 (the "Closing Date") (as amended, restated, modified, supplemented, or replaced from time to time, and including, without limitation, as supplemented by each rider entered into by Borrower and Lender with respect thereto, collectively, the "Security Agreement"), by and between PET BRANDS PRODUCTS, LLC, an organization registered as the Identified Form of Organization and existing under the Laws of the Borrower Jurisdiction ("Borrower"), and ALLIANCE BUSINESS LENDING, LLC, a Kentucky limited liability company ("Lender"), for the purpose of amending and supplementing the terms of the Security Agreement. For such purpose, in consideration of the mutual covenants and agreements set forth in the Security Agreement and the other Loan Documents, and for other good and valuable consideration, Borrower and Lender hereby agree as follows:

1. Capitalized Terms; Uncapitalized Terms; Definitions.

Unless the context dictates otherwise, as used in this Rider, the term "Loan Agreement" has the meaning given in the Security Agreement. In addition, (a) capitalized terms that are used, but not defined, in this Rider and that are defined directly or by reference in the Security Agreement, the Loan Agreement or in any of the other Loan Documents shall have in this Rider the meanings given to such terms in the Security Agreement, the Loan Agreement and such other Loan Documents as if fully rewritten herein; (b) all terms (capitalized or otherwise) that are (i) now or hereafter defined in the Ohio UCC and (ii) used, but not defined, in this Agreement or in any of the other Loan Documents, shall have, in each such instance, the meanings specified in the Ohio UCC, unless the context dictates otherwise, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision; and (c) as used herein and in the Security Agreement, the Loan Agreement and the other Loan Documents (whether or not underscored), the following capitalized terms shall have the meanings given to them below:

"Trademark License" means a license agreement with any Person, whether Borrower is licensor or licensee under any such license agreement, including the Specified Trademark Licenses disclosed in Section 2 below (as may be updated from time to time as provided in Section 5(b)), with respect to any trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, and all rights thereto and thereunder.

"Trademark License Rights" means, collectively, all rights, titles, and interest in, to and under a Trademark License, whether as licensor or licensee.

"Trademarks" means, collectively, all trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, and including all Specified Trademarks disclosed in Section 2 below (as may be updated from time to time as provided in Section 5(b)).

"Trademark Collateral" means, collectively, all of Borrower's rights, titles and interests in and to the following, whether now owned or existing or hereafter arising or acquired, regardless of where any such assets and property are located:

- (a) all of Borrower's now owned or in the future owned or existing Trademarks;
- (b) all renewals of each of the Trademarks;
- (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks;
- (d) all rights to sue for past, present and future infringements of any and all of the Trademarks;
- (e) all rights corresponding to each of the Trademarks throughout the world;
- (f) all Trademark License Rights;
- (g) the goodwill of Borrower's business connected with the use of, and symbolized by, any of the foregoing; and
- (h) all books, records, cash and non-cash proceeds of any and all of the foregoing.

2. Disclosures Relating to Trademark Collateral. As used herein and in the other Loan Documents (whether or not underscored), the following capitalized terms shall include the disclosures set forth opposite such term below:

Capitalized Term	Disclosure
Specified Trademarks	See <u>Schedule 2</u> attached hereto
Specified Trademark Licenses	See <u>Schedule 2</u> attached hereto
Trademark Exceptions	See <u>Schedule 2</u> attached hereto

3. Trademark Collateral Provisions.

(a) As security for the full, prompt and complete payment and performance by Borrower of the Obligations, Borrower hereby grants to, and creates in favor of, Lender a continuing security interest in, and Lien on, all of the Trademark Collateral.

(b) The Trademark Collateral constitutes part of the Loan Collateral for all purposes of the Loan Documents. Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the Security Agreement are hereby incorporated into this Rider and made applicable to all of the Trademark Collateral as if fully rewritten herein; (ii) the Trademark Collateral will be "Collateral" for all purposes of the Security Agreement; and (iii) none of this Rider or the description of the Trademark Collateral herein shall in any way impair, alter, modify, change, limit or in any way adversely affect (A) the description of the Collateral (as defined in the Security Agreement), (B) Lender's security interest in, and Lien on, the Collateral (as defined in the Security Agreement), or (C) Lender's rights and remedies under the Security Agreement or the other Loan Documents respecting the Collateral (as defined in the Security Agreement). For the avoidance of any doubt, this Rider is not in any way intended, nor may it be construed, to

replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Lender under the Security Agreement or any other Loan Documents, which security interests and other Liens Borrower, by this Rider, acknowledges, reaffirms and confirms to Lender. If there is any conflict, ambiguity, or inconsistency, in Lender's judgment, between the terms of this Rider and any of the other Loan Documents, then the applicable terms and provisions, in Lender's judgment, providing Lender with greater rights, remedies, powers, privileges, or benefits will control.

4. Additional Representations and Warranties. In addition to, and without limiting any of, Borrower's representations and warranties to Lender set forth in the Security Agreement or any other Loan Document, to induce Lender to continue to make Loans and other extensions of credit pursuant to the Loan Documents, Borrower hereby represents and warrants to Lender that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Loan Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

(a) The Specified Trademarks and Borrower's Trademark License Rights in the Specified Trademark Licenses set forth in Section 2 above (as may be updated from time to time as provided in Section 5(b)) are a complete and accurate list of all Trademarks and Trademark License Rights owned by Borrower or in which Borrower has any rights;

(b) Except as otherwise set forth in Section 2 as a Trademark Exception: (i) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and (ii) to Borrower's knowledge, each Trademark is enforceable, and each application for registration of any Trademark is valid, registrable, and enforceable. There have been no prior uses of any item of the Trademark Collateral, to Borrower's knowledge, which would reasonably be expected to lead to such item becoming invalid or unenforceable, including, to Borrower's knowledge, prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the business connected with such item;

(c) Borrower has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as otherwise set forth in Section 2 as Specified Trademark Licenses or Trademark Exceptions or except as expressly permitted under Section 5(a);

(d) Borrower has exercised commercially reasonable efforts to ensure that reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered Trademark; and

(e) To Borrower's knowledge, the Trademark License Rights are in full force and effect. Borrower is not in default under any of the Trademark License Rights and, to Borrower's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Borrower under the Trademark License Rights.

5. Additional Covenants. In addition to, and without limiting any of, Borrower's covenants and obligations set forth in the Security Agreement or any other Loan Document, Borrower covenants with, and represents and warrants to, Lender that,

from and after the Effective Date, until the termination of the Security Agreement in accordance with its terms:

(a) Except for licenses attendant to products and services provided by Borrower in the ordinary course of business consistent with past custom and practice, Borrower shall not license, as licensor, any Trademarks included in the Trademark Collateral without the prior written consent of Lender, which consent will not be unreasonably withheld by Lender so long as no Event of Default has occurred and is continuing (in which case Lender may withhold its consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Rider and the Security Agreement;

(b) Should Borrower obtain an ownership interest in any Trademark License Rights or Trademarks that are not now identified in Section 2: (i) Borrower will give prompt written notice to Lender of any such Trademark License Rights or Trademarks which are necessary or reasonably material to the conduct of Borrower's business, (ii) the provisions of this Rider and the Security Agreement shall automatically apply to the Trademark License Rights and Trademarks acquired or obtained, and (iii) such Trademark License Rights and Trademarks, together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Upon any such notice by Borrower to Lender, Section 2 will be automatically deemed amended to include any such Trademarks and Trademark License Rights which have been disclosed to Lender pursuant to, and in accordance with, this Section 5(b);

(c) To the extent that Borrower determines in its reasonable discretion that it is in Borrower's best interest to do so, Borrower will take all commercially reasonable steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, cancellation and infringement proceedings. To the extent necessary to the conduct of its business, Borrower agrees to take commercially reasonable corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Borrower is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Borrower. Borrower shall not: (i) abandon any registration of or any item of Trademark Collateral, (ii) abandon any right to file an application for Trademark registration, or (iii) abandon any pending application, registration, or Trademark, unless, in each case, the Trademark is not material in the conduct of Borrower's business;

(d) Borrower will notify Lender promptly in writing (i) of any information which Borrower has received, or may expect to receive, which might in any way materially adversely affect the value of the Trademark Collateral or the rights of Lender with respect thereto; and (ii) when Borrower has knowledge (A) that any of the Trademark Collateral may become abandoned; (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (C) that Borrower is or

could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Borrower will promptly notify Lender if Borrower has knowledge that any item of the Trademark Collateral that is necessary or material to its business is infringed or misappropriated by any Person (an "Infringement"). Borrower will, to the extent that Borrower determines in its discretion, exercised in a commercially reasonable manner, that it is in Borrower's best interest to do so, promptly sue for Infringement and for recovery of all damages caused by such Infringement, and will take all other commercially reasonable actions under the circumstances in any such Infringement suit to protect the Trademark Collateral subject to such Infringement suit. Any expense incurred in connection with the foregoing activities will be borne by Borrower; and

(f) Borrower will exercise commercially reasonable efforts to ensure that reasonable and proper statutory notice is used in connection with its use of each registered Trademark in its business.

6. Additional Lender Rights. In addition to, and without limiting any of, Lender's rights or remedies set forth in the Security Agreement or any other Loan Document, until the termination of the Security Agreement in accordance with its terms:

(a) Borrower hereby (i) makes, constitutes and appoints Lender its true and lawful attorney-in-fact for the following limited purposes: (A) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral, (B) to record the security interest in any and all Trademark Collateral in favor of Lender with the United States Patent and Trademark Office (and each other applicable Governmental Authority), (C) to execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, and (D) upon the occurrence and during the continuance of an Event of Default: (1) to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Trademark Collateral, (2) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Lender's name (or the name of any nominee), and/or (3) otherwise to enforce the rights of Lender with respect to any of the Trademark Collateral, and (ii) specifically authorizes Lender as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the termination of the Security Agreement in accordance with its terms; and

(b) Upon the occurrence and during the continuation of an Event of Default, then, in any such event, Lender may, without further notice to Borrower except as expressly provided in the Loan Agreement and the other Loan Documents, at Lender's option: (i) cause the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Trademark Collateral in Lender's name or in the name of any nominee of Lender; (ii) require Borrower to assemble all or any part of the documents embodying the Trademark Collateral as directed by Lender and make the documents available to Lender at a place to be

designated by Lender; and/or (iii) license the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person, and otherwise exercising any and all rights and remedies of Lender under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Lender is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Collateral). In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of an Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included and (B) Borrower will supply to Lender or its designee Borrower's: (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

7. Rider to the Security Agreement. Borrower and Lender each hereby acknowledge and agree that: (a) this Rider has been executed after the initial execution of the Security Agreement on the Closing Date, (b) notwithstanding anything in the Security Agreement or any of the other Loan Documents to the contrary, this Rider is a part of the Security Agreement and will be attached thereto and incorporated therein as a "Trademark Collateral Rider" to the Security Agreement, and (c) Section 1.4 of the Security Agreement is hereby amended to check the box opposite the "Trademark Collateral Rider" to indicate and evidence that this Rider is a part of the Security Agreement.

8. General Provisions. This Rider, together with the Security Agreement, the Loan Agreement, and the other Loan Documents, sets forth the entire agreement of the parties with respect to the subject matter of this Rider and supersedes all previous understandings, written or oral, in respect of this Rider. Except as specifically amended and/or supplemented by this Rider, all terms of the Security Agreement and the other Loan Documents are ratified and confirmed and remain in full force and effect. In the event of a conflict between the terms of the Security Agreement and the terms of this Rider, the terms of this Rider shall control. The Security Agreement, as amended and supplemented by this Rider, will be construed as one agreement. All references in any of the Loan Documents to the Security Agreement will be deemed to be references to the Security Agreement as amended and supplemented by this Rider. The headings to the Sections of this Rider have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions. This Rider may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Rider have fully executed and delivered this Rider to be effective as of the Effective Date.

WARNING – BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

PET BRANDS PRODUCTS, LLC

By: 

Carl M. Hunnell, Chief Executive Officer

ALLIANCE BUSINESS LENDING, LLC

By: 

Brandon S. Vater, Vice President



SIGNATURE PAGE TO
TRADEMARK COLLATERAL RIDER

TRADEMARK
REEL: 006348 FRAME: 0492

SCHEDULE 2

Trademarks

Specified Trademarks:

Mark	Serial Number	Filing Date	Registration No.	Registration Date
	87117604	07/27/2016	n/a	n/a
	87117573	07/27/2016	n/a	n/a
	87347162	02/23/2017	n/a	n/a
	87164880	09/08/2016	n/a	n/a
CLEAN SCIENCE	87061466	06/06/2016	n/a	n/a
CLEAN SCIENCE	86644195	05/28/2015	n/a	n/a
AIN'T-LERS	86938481	03/14/2016	n/a	n/a
	85634670	05/24/2012	4278980	01/22/2013
COUNTRY KITCHEN	85163270	10/28/2010	4199145	08/28/2012
	77976612	11/21/2007	3600057	03/31/2009

Specified Trademark Licenses

The Trademark Licenses granted to Debtor, as licensee, pursuant to the Assigned Contracts.

Trademark Exceptions

None.

TRADEMARK