

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493413

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALTA GENETICS INC.		10/04/2018	a Canadian federal corporation: CANADA
THE SASKATOON COLOSTRUM COMPANY LTD.		10/04/2018	a Saskatchewan corporation: CANADA
KOEPON HOLDING B.V.		10/04/2018	Company: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	a New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76666243	ALTA	
<b>Serial Number:</b>	78483064	ALTA ADVANTAGE	
<b>Serial Number:</b>	76666242	ALTA CREATE VALUE BUILD TRUST DELIVER RE	
<b>Serial Number:</b>	75256934	ALTA GENETICS	
<b>Serial Number:</b>	75256933	ALTA GENETICS	
<b>Serial Number:</b>	76666241	CREATE VALUE BUILD TRUST DELIVER RESULTS	
<b>Serial Number:</b>	75256927		
<b>Serial Number:</b>	75256928		
<b>Serial Number:</b>	78434763	CALF'S CHOICE TOTAL	
<b>Serial Number:</b>	87305596	PURESTART	
<b>Serial Number:</b>	86796121	PEAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785532602		

CH \$290.00 76666243

**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:** (678) 553-2601  
**Email:** jimmarl@gtlaw.com  
**Correspondent Name:** LaShana C. Jimmar, Paralegal  
**Address Line 1:** GREENBERG TRAUIG, LLP  
**Address Line 2:** 3333 PIEDMONT ROAD, NE, SUITE 2500  
**Address Line 4:** ATLANTA, GEORGIA 30305

<b>ATTORNEY DOCKET NUMBER:</b>	123235.017700
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<b>NAME OF SUBMITTER:</b>	LaShana C. Jimmar
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<b>SIGNATURE:</b>	/LaShana C. Jimmar/
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<b>DATE SIGNED:</b>	10/10/2018
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**Total Attachments: 7**

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**CANADIAN TRADEMARK SECURITY AGREEMENT**

This CANADIAN TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of October 4, 2018, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, URUS Group LP, a Delaware limited partnership, and certain of its subsidiaries, as borrowers (each a “*Borrower*” and collectively, “*Borrowers*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Credit Agreement dated as of October 4, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”) (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of October 4, 2018 (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 Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, 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, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; 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 (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the Canadian Intellectual Property 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 Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not 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 Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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 ownership of any new Canadian applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the Canadian Intellectual Property Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights and registered or applied for trademarks 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 Administrative Agent'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 agreement. 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. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

**GRANTORS:**

**ALTA GENETICS INC.,**  
a Canadian federal corporation

By: 

Name: Hans Hennema  
Title: CEO

**THE SASKATOON COLOSTRUM COMPANY LTD.,**  
a Saskatchewan corporation

By: 

Name: Hans Hennema  
Title: CEO

**KOEFON HOLDING B.V.**

By: 

Name: K. Bakk  
Title: Authorized Signatory

**ACKNOWLEDGED AND  
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW  
YORK BRANCH, as Administrative Agent**

By:   
Name: \_\_\_\_\_  
Title: **Pieter van der Werff  
Vice President**

By:   
Name: \_\_\_\_\_  
Title: **Jan Hendrik de Graaff  
Managing Director**

## SCHEDULE I

to

### TRADEMARK SECURITY AGREEMENT

#### Trademark Registrations

<b>Trademark/design</b>	<b>Application number</b>	<b>Registration number</b>	<b>Registration date</b>	<b>Country</b>	<b>Grantor</b>
Agregando valor construyendo confianza entregando resultados	3179696	2606416	12-11-13	Argentina	Alta Genetics Inc.
Alta	1309237	696455	13-09-07	Canada	Alta Genetics Inc.
Alta	76666243	3705667	03-11-09	US	Alta Genetics Inc.
Alta advantage	3179702	2606425	12-11-13	Argentina	Alta Genetics Inc.
Alta advantage	78483064	3053819	31-01-06	US	Alta Genetics Inc.
Alta Agregando valor construyendo confianza entregando resultados	3179703	2606427	12-11-13	Argentina	Alta Genetics Inc.
Alta create value build trust deliver results	1309236	699276	23-10-07	Canada	Alta Genetics Inc.
Alta create value build trust deliver results	76666242	3708997	10-11-09	US	Alta Genetics Inc.
Alta Genetics	3245056	2660186	04-07-14	Argentina	Alta Genetics Inc.
Alta Genetics	0831536	490995	05-03-98	Canada	Alta Genetics Inc.
Alta Genetics	75256934	2156567	12-05-98	US	Alta Genetics Inc.
Alta Genetics	75256933	2156566	12-05-98	US	Alta Genetics Inc.
Alta Genetics	329395	580898	30-06-98	Mexico	Alta Genetics Inc.
Create Value Build trust Deliver results	1309238	699275	23-10-07	Canada	Alta Genetics Inc.
Create Value Build trust Deliver results	76666241	3705666	03-11-09	US	Alta Genetics Inc.
Triangle (black and white)	75256927	2156565	12-05-98	US	Alta Genetics Inc.
Triangle (black and white)	75256928	2156565	12-05-98	US	Alta Genetics Inc.
AgriPon	1124348	0814412	07-03-07	Benelux	Koepon Holding B.V.
DairyXL	1317910	0982605	11-12-15	Benelux	Koepon Holding B.V.
TELLUS	0990902	0697049	01-06-01	Benelux	Koepon Holding B.V.
TELLUS	0994510	070391	01-08-01	Benelux	Koepon Holding B.V.



Trademark/design	Application number	Registration number	Registration date	Country	Grantor
Calf's Choice Total	015275647	015275647	17-11-16	European Union	The Saskatoon Colostrum Company Ltd.
Calf's Choice Total	78434763	3045002	17-01-06	US	The Saskatoon Colostrum Company Ltd.
Headstart	2001-023813	4646484	21-02-03	Japan	The Saskatoon Colostrum Company Ltd.
Headstart	0775128	457403	17-05-96	Canada	The Saskatoon Colostrum Company Ltd.
Immupact	1543913	847536	04-04-13	Canada	The Saskatoon Colostrum Company Ltd.
Peterna	1140693	613979	02-07-04	Canada	The Saskatoon Colostrum Company Ltd.
Purestart	87305596	5331423	07-11-17	US	The Saskatoon Colostrum Company Ltd.

### Trademark Applications

Trademark/design	Application number	Registration number	Registration date	Country	Grantor
DairyXL	n.a.	n.a.	n.a.	Benelux watching	Koepon Holding B.V.
DairyXL	n.a.	n.a.	n.a.	Benelux watching	Koepon Holding B.V.
PEAK	86796121	n.a.	n.a.	US	Koepon Holding B.V.
URUS	1900904	n.a.	25-05-18	Canada	Koepon Holding B.V.

CANADIAN TRADEMARK SECURITY AGREEMENT

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RECORDED: 10/10/2018

**TRADEMARK**  
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