

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manna Pro Products, LLC		05/31/2019	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC		
Street Address:	488 Madison avenue		
Internal Address:	22nd floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2104101	BAGS ON BOARD	
Registration Number:	4070718	BAGS ON BOARD	
Registration Number:	4356513	BAGS ON BOARD	
Registration Number:	4266545	BAGS ON BOARD	
Registration Number:	4356511	BAGS ON BOARD	
Registration Number:	2255051	VETERINARIAN'S BEST	
Registration Number:	3894517	VET'S BEST	
Serial Number:	87931262	BAC BLOCK'R	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		

CH \$215.00 2104101

ATTORNEY DOCKET NUMBER:	22582.009025
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	05/31/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2019 (this “Trademark Security Agreement”), made by Manna Pro Products, LLC, a Missouri limited liability company (the “Grantor”), in favor of Varagon Capital Partners Agent, LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of December 8, 2017 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, MP Intermediate Holdco LLC, each Lender (as defined in the Credit Agreement) from time to time party thereto, Varagon Capital Partners Agent, LLC, as Administrative Agent and the other parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 8, 2017 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. The Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets).

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest mentioned in Section 2 above with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement

shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.

Section 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]

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

MANNA PRO PRODUCTS, LLC
as Grantor

By: 


Name: Anthony Metzner

Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

Accepted and Agreed

**VARAGON CAPITAL PARTNERS
AGENT, LLC,**
as Collateral Agent

By: 
Name: Kevin Marchetti
Title: Partner



[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006658 FRAME: 0524**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

U.S. Trademarks Registrations

TITLE	REG. NO.	REG. DATE	MARK
BAGS ON BOARD	2104101	10/7/97	
BAGS ON BOARD	4070718	12/13/11	
BAGS ON BOARD	4356513	6/25/13	
BAGS ON BOARD & Design	4266545	1/1/13	
BAGS ON BOARD & Design	4356511	6/25/13	
VETERINARIAN'S BEST	2255051	Jun 22, 1999	
VET'S BEST	3894517	Dec 21, 2010	

U.S. Trademark Applications

TITLE	STATUS	APP. NO.	FILING DATE	MARK
BAC BLOCK'R	Pending	87/931262	5/22/18	