

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIG ACQUISITION LLC		10/15/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 S. LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4697071	MAGNUS	
Registration Number:	4697072	HARDY ANIMAL NUTRITION	
Registration Number:	5602799	DAIRY BALANCE 180	
Registration Number:	5646351	STEARA	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1148406 TM		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	11/04/2019		
Total Attachments: 7			

OP \$115.00 4697071

source=MIG Acquisition TM filing#page2.tif
source=MIG Acquisition TM filing#page3.tif
source=MIG Acquisition TM filing#page4.tif
source=MIG Acquisition TM filing#page5.tif
source=MIG Acquisition TM filing#page6.tif
source=MIG Acquisition TM filing#page7.tif
source=MIG Acquisition TM filing#page8.tif

COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the “Agreement”), dated as of October 15, 2019, is made by and between **MIG ACQUISITION LLC**, an Illinois limited liability company (“MIG”) and **CBIC BANK USA**, as Lender (“CIBC”), each having a business location at the address set forth below its signature.

Recitals

A. MIG and CIBC, among others, are parties to a Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), dated the same date as of the date hereof, setting forth the terms on which the CIBC may now or hereafter extend credit to or for the account of MIG.

B. As a condition to extending credit to or for the account of MIG, CIBC has required the execution and delivery of this Agreement by MIG.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of each MIG’s right, title and interest in and to all copyrightable works and all copyrights of MIG and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

“Patents” means all of MIG’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of MIG’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. MIG hereby irrevocably pledges, assigns and transfers to CIBC and (to the extent provided herein) its Affiliates, a continuing security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Copyrights, in the Patents and

in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of MIG. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to CIBC pursuant to the Loan Agreement and MIG hereby acknowledges and agrees that the rights and remedies of CIBC with respect to the Security Interests made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations pursuant to the terms of the Loan Agreement. Upon the termination of this Agreement, CIBC shall execute all documents, make all filings, and take all other actions reasonably requested by MIG to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

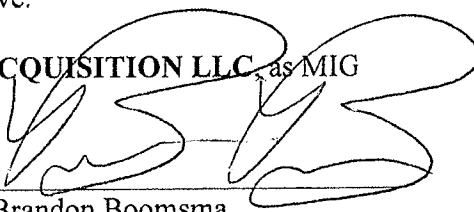
5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

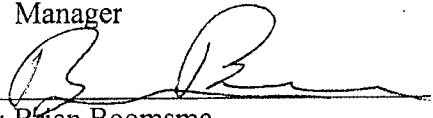
6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

MIG ACQUISITION LLC as MIG

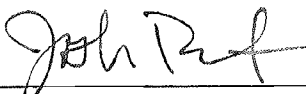
By: 
Name: Brandon Boomsma
Title: Manager

By: 
Name: Brian Boomsma
Title: Manager

Notices Address:

700 E. 107th Street
Chicago, Illinois 60628

CIBC BANK USA, as Lender

By: 
Name: Josh Proctor
Title: Managing Director

Notices Address:

CIBC Bank USA
120 S. LaSalle St.
Chicago, Illinois 60603
Attention: Catherine Kelly
Telephone: 312-564-1801
Facsimile: 312-766-2899

With a copy to:

10 West Market Street, Suite 1820
Indianapolis, Indiana 46204
Attention: Josh Proctor
Telephone: (317) 396-8899
E-mail: josh.proctor@cibc.com

EXHIBIT A

UNITED STATES ISSUED COPYRIGHTS

None.

UNITED STATES COPYRIGHT APPLICATIONS

None.

FOREIGN ISSUED COPYRIGHTS

None.

UNITED STATES COPYRIGHT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED PATENTS

Country	Status	Substatus	Appln Date	Title	Pat No	Issue Date	Publ. No	Publ. Date	Owner	Exp Date
US	Maint. Fee due 11/1/21		05/09/17	PREPARTATION OF STEARIC ACID	9957465	05/01/18			MIG Acquisition LLC	5/5/31

UNITED STATES PATENT APPLICATIONS

Country	Status	Substatus	Appln Date	Title	Appl. No	Issue Date	Publ. No	Publ. Date	Owner	Exp Date
US	Applied		11/28/18	PREPARTATION OF TROPICAL FATTY ACID	62/722,223				MIG Acquisition LLC	
US	Applied		1/18/19	Preparation of Veg. Based Stearic Acid	16/251,180				MIG Acquisition LLC	

FOREIGN ISSUED PATENTS

None.

FOREIGN PATENT APPLICATIONS

EXHIBIT C

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Filed</u>	<u>Reg. Date</u>	<u>Reg. #</u>	<u>Jurisdiction</u>
MAGNUS	MIG Acquisition LLC	01/06/14	03/03/15	4697071	US
HARDY ANIMAL NUTRITION	MIG Acquisition LLC	01/06/14	03/03/15	4697072	US
DAIRY BALANCE 180	MIG Acquisition LLC	09/11/17	11/06/18	5602799	US
STEARA	MIG Acquisition LLC	09/20/17	01/08/19	5646351	US

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

None.

REGISTRATIONS

None pending.

2547917.1
2547917.2