TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM563156

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|--|
| Monogram Meat Snacks, LLC | | | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| Name: | BMO Harris Bank, N.A., as Administrative Agent |
|-----------------|--|
| Street Address: | 111 West Monroe Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|---------------|
| Registration Number: | 4693499 | CARNIVAL DOGS |
| Registration Number: | 5578493 | W.B. |

CORRESPONDENCE DATA

Fax Number: 8888295819

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: 888-829-5817

Email: katie.harej@wolterskluwer.com

Correspondent Name: CT Corporation

208 South LaSalle St. Address Line 1:

Address Line 2: Suite 814

Address Line 4: Chicago, ILLINOIS 60604

| NAME OF SUBMITTER: | Diandra M. LaMantia |
|--------------------|-----------------------|
| SIGNATURE: | /Diandra M. LaMantia/ |
| DATE SIGNED: | 02/21/2020 |

Total Attachments: 5

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Form FTO-1894 (Kev. 12-11) OMB Collection 0651-0027 (exp. 04/30/2015)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

| To the Director of the U. S. Patent and Trademark Office; Pleas | e record the attached documents or the new address(es) below. |
|--|--|
| 1. Name of conveying party(les): | Name and address of receiving party(les) Additional names, addresses, or citizenship attached? |
| Monogram Meat Snacks, LLC | Name: BMO Harris Benk N.A., as Administrative Agent |
| Individual(s) | Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) |
| A. Trademark Application No.(s) None C. Identification or Description of Trademark(s) (and Filing | B. Trademark Registration No.(s) See Schedule A attached hereto and made a part hereof. Additional sheet(s) attached? Yes No. |
| 5. Name & address of party to whom correspondence concerning document should be mailed: Name-Diandra M. LaMantia | 6. Total number of applications and registrations involved: |
| Internal Address: Chapman and Cutter LEP | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ |
| Street Address: 111 West Monroe Street | ☐ Authorized to be charged to deposit account ☐ Enclosed |
| Cay-Chicago | 8. Payment Information: |
| State Illinois Zip 60603 | |
| Phone Number: 312-845-3274 | Deposit Account Number |
| Docket Number: | Authorized User Name |
| Email Address: smantja@chapman.com |] |
| 9. Signature: // / / / / / / / / / / / / / / / / / | nan and Cutter LLP February 21, 2020 Date |
| Signature Diandra M. LaMantia, Project Assistant | Late Total number of pages including cover |
| Name of Person Signing | sheet, attachments, and document: 5 |

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 21st day of February, 2020, MONOGRAM MEAT SNACKS, LLC, a Delaware limited liability company ("Debtor"), with its principal place of business and mailing address at 530 Oak Court Drive, Suite 400, Memphis, Tennessee 38117, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BMO HARRIS BANK N.A., a national banking association ("BMO Harris") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO Harris acting as such administrative agent and any successor or successors to BMO Harris acting in such capacity being hereinafter referred to as the "Agent"), a lien on, and a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of October 28, 2013 by and among the Debtor, the other debtors party thereto and the Agent, as the same has been and may hereafter be amended, modified, supplemented or restated from time to time (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Trademark Collateral Agreement - Monogram Meat Snacks, LLC.doc 1993336

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

| Мо | NOGRAM MEAT SNACKS, LLC |
|--|--|
| By: Its: | Monogram Food Solutions, LLC Sole Member |
| | ame: Karl Schledwitz |
| T | itle: Executive Chairman |
| Accepted and agreed to at Chicago, Illinois as | of the day and year last above written. |
| | HARRIS BANK N.A., as Administrative gent |
| Ву | |
| · · · · · · · · · · · · · · · · · · · | ame |
| T | itle |

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MONOGRAM MEAT SNACKS, LLC

By: Monogram Food Solutions, LLC

Its: Sole Member

Ву __

Name: Karl Schledwitz
Title: Executive Chairman

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BMO HARRIS BANK N.A., as Administrative Agent

 $\mathbf{R}\mathbf{v}$

Name: Thomas Ausborn

Title: Director

SCHEDULE A TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK REGISTRATION

| Trademark | Application Number and Date | Registration Number and Date |
|------------------------|-----------------------------|------------------------------|
| Carnival Dogs (design) | 86/255,086 | 4693499 |
| | 4/17/14 | 2/24/15 |
| W.B. (and design) | 87/638,049 | 5,578,493 |
| | 10/9/17 | 10/9/18 |

RECORDED: 02/21/2020