

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monogram Meat Snacks, LLC		02/21/2020	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		
<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:	888-829-5817		
Email:	katie.harej@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
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			
source=6-(A) - Trademark Collateral Agreement from Monogram Meat Snacks LLC#page1.tif			
source=6-(A) - Trademark Collateral Agreement from Monogram Meat Snacks LLC#page2.tif			
source=6-(A) - Trademark Collateral Agreement from Monogram Meat Snacks LLC#page3.tif			

OP \$65.00 4693499

source=6-(A) - Trademark Collateral Agreement from Monogram Meat Snacks LLC#page4.tif

source=6-(A) - Trademark Collateral Agreement from Monogram Meat Snacks LLC#page5.tif

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.

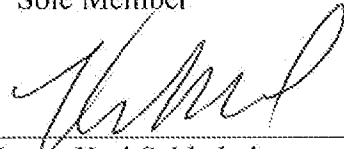
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement,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

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

By  _____

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

By _____

Name _____

Title _____

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

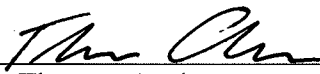
MONOGRAM MEAT SNACKS, LLC

By: Monogram Food Solutions, LLC
Its: Sole Member

By _____
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

By  _____
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 4/17/14	4693499 2/24/15
W.B. (and design)	87/638,049 10/9/17	5,578,493 10/9/18