

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Envigo RMS, LLC		11/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Birch Grove Capital LP		
Street Address:	660 Madison Avenue, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5008937	ENVIGO	
Registration Number:	4880586	SHRN	
Registration Number:	5424949	R2G2	
Serial Number:	88305684	HARLAN	
Registration Number:	3856744	TEKLAD GLOBAL DIETS	
Registration Number:	3950565	HAN	
Registration Number:	1671291	SD	
Registration Number:	1718510	HOLTZMAN	
Registration Number:	1321122	SPRAGUE DAWLEY	
Registration Number:	4169307	KILORAT	
Registration Number:	4579602	SAGEPORT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		

OP \$290.00 5008937

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 11/17/2020

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 4, 2020 (this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of Birch Grove Capital LP, as Administrative Agent (together with its successors and permitted assigns, the “Administrative Agent”).

WHEREAS, the Grantors are party to a Second Lien U.S. Pledge and Security Agreement dated as of November 4, 2020 (as such agreement may be amended, restated or supplemented from time to time, the “Pledge and Security Agreement”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. **Defined Terms.**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral.**

SECTION 2.1 **Grant of Security.** Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Trademarks, in each case whether now owned or existing or hereafter acquired, created or arising in which any Grantor now has or hereafter acquires an interest and wherever located, including the registrations and applications therefor listed in Schedule A attached hereto (collectively, the “Trademark Collateral”).

SECTION 2.2 **Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any applications for Trademarks filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to, and accepted by, the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d), solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such application under applicable federal law, and any other exclusions under Section 2.2 of the Pledge and Security Agreement.

SECTION 3. **Security Agreement.**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. **Governing Law.**

Other than with respect to any mandatory provisions of the UCC relating to the law governing perfection and the effect of perfection of a security interest, the internal law of the State of New York shall govern and be used to construe this Agreement without giving effect to applicable principals of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

SECTION 5. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile, pdf file or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.


SECTION 6. Intercreditor Agreements.

Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, so long as such Intercreditor Agreement does not violate the terms of the Credit Agreement, the terms of such Intercreditor Agreement shall govern and control.

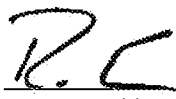
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ENVIGO RMS, LLC


By: 
Name: Mark Bibi
Title: Secretary

Accepted and Agreed:
BIRCH GROVE CAPITAL LP,
as Administrative Agent

By:  _____
Name: Rodd D. Evonsky
Title: Chief Financial Officer

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner ¹	Trademark		Country	Application Number	Registration Number	Registration Date	Trademark Status
Envigo RMS, LLC	ENVIGO LOGO		United States of America	86584179	5008937	26 Jul 2016	Registered
Envigo RMS, LLC	SHrN		United States of America	86/639304	4880586	05-Jan-2016	Registered
Envigo RMS, LLC	R2G2		United States of America	87/365259	5424949	13-Mar-2018	Registered
Envigo RMS, LLC	HARLAN & Design		United States of America	88/305684			Allowed
Envigo RMS, LLC	TEKLAD GLOBAL DIETS		United States of America	77/953032	3856744	05-Oct-2010	Registered
Envigo RMS, LLC	HAN		United States of America	85/112010	3950565	26-Apr-2011	Registered
Envigo RMS, LLC	SD		United States of America	74/158076	1671291	07-Jan-1992	Registered
Envigo RMS, LLC	HOLTZMAN		United States of America	74/131694	1718510	22-Sep-1992	Registered
Envigo RMS, LLC	SPRAGUE DAWLEY		United States of America	73/463830	1321122	19-Feb-1985	Registered
Envigo RMS, LLC	Kilorat		United States of America		4169307	3-Jul-2021 (9th year use) 3-Jul-2022	Registered
Envigo RMS, LLC	SAGEport		United States of America		4579602	5-Aug-2020 (6th yr of use) 05-Aug-2024	Registered

¹ All trademarks are currently owned by, have been assigned to or are in the process of being assigned on a post-closing basis to Envigo RMS, LLC.