

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mid-America Pet Food, L.L.C.		12/16/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Gloub Capital LLC		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5584125	YUKON RIVER CANINE	
Registration Number:	5656987	PRAIRIE LAND CANINE	
Registration Number:	6064405	EAGLE MOUNTAIN PET FOOD	
Registration Number:	5324053	PRIVILEGED PET	
Registration Number:	4548280	DVM DIET	
Registration Number:	4356876	EARTH NATURALS	
Registration Number:	4105151	EXTRUDED ADVANTAGE	
Registration Number:	3889479	VICTOR	
Registration Number:	3835948	EARTH NATURALS	
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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1182886-0123-CM65		

CH \$240.00 5584125

NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	12/16/2020
Total Attachments: 6 source=Project Maverick - Trademark Security Agreement Executed Version#page1.tif source=Project Maverick - Trademark Security Agreement Executed Version#page2.tif source=Project Maverick - Trademark Security Agreement Executed Version#page3.tif source=Project Maverick - Trademark Security Agreement Executed Version#page4.tif source=Project Maverick - Trademark Security Agreement Executed Version#page5.tif source=Project Maverick - Trademark Security Agreement Executed Version#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 16, 2020, is made by the Grantor (as identified below), in favor of Golub Capital LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, MID-AMERICA PET FOOD, L.L.C., a Texas limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of December 16, 2020 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Agreement.

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

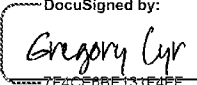
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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 transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

MID-AMERICA PET FOOD, L.L.C., as Grantor

By:  _____
Name: Gregory Cyr
Title: President

Accepted and Agreed:

GOLUB CAPITAL LLC,
as the Collateral Agent

By: _____


Name: Marc C. Robinson

Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks and US Trademark Applications:

Grantor	Trademark	Application Number	Application Date	Registration Number	Registration Date	Country
Mid-America Pet Food, L.L.C.	YUKON RIVER CANINE	87666098	15-OCT-2017	5584125	16-OCT-2018	US
Mid-America Pet Food, L.L.C.	PRAIRIE LAND CANINE	87603295	11-SEP-2017	5656987	15-JAN-2019	US
Mid-America Pet Food, L.L.C.	EAGLE MOUNTAIN PET FOOD	86850109	15-DEC-2015	6064405	26-MAY-2020	US
Mid-America Pet Food, L.L.C.	PRIVILEGED PET	86199068	20-FEB-2014	5324053	31-OCT-2017	US
Mid-America Pet Food, L.L.C.	DVM DIET	85692481	01-AUG-2012	4548280	10-JUN-2014	US
Mid-America Pet Food, L.L.C.		85687670	26-JUL-2012	4356876	25-JUN-2013	US
Mid-America Pet Food, L.L.C.	EXTRUDED ADVANTAGE	85357193	27-JUN-2011	4105151	28-FEB-2012	US
Mid-America Pet Food, L.L.C.	VICTOR	85003126	31-MAR-2010	3889479	14-DEC-2010	US
Mid-America Pet Food, L.L.C.	EARTH NATURALS	77719828	22-APR-2009	3835948	17-AUG-2010	US

Grantor	Trademark	Application Number	Application Date	Registration Number	Registration Date	Country
Mid-America Pet Food, L.L.C.	EARTH NATURALS & Design	85687670	26-JUL-2012	4356876	25-JUN-2013	US

Licenses under which Grantor is an Exclusive Licensee of a Registered or Applied for Trademark:

None.