

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prairie Dog Pet Products, LLC		12/29/2020	Limited Liability Company: DELAWARE
Primal Pet Foods, Inc.		12/29/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	39200 Six Mile Rd.		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4948993	PRAIRIE DOG ANTLERS	
Registration Number:	4953739	PRAIRIE DOG BISCUITS	
Registration Number:	4948994	PRAIRIE DOG TREATS	
Registration Number:	4948992	PRAIRIE DOG PET PRODUCTS	
Serial Number:	90149394	MARKET MIX	
Registration Number:	5993829	PRIMAL	
Registration Number:	5990720	BUILD A BETTER BOWL	
Registration Number:	5872043	EDIBLE ELIXIR	
Serial Number:	87627135	NOURISHING YOUR PET THE WAY NATURE INTEN	
Registration Number:	5068648	GOAT MILK?	
Registration Number:	5068119	DOG NOG	
Registration Number:	4619478	PRIMAL PRONTO	
Registration Number:	4249017	PRIMAL PET FOODS	
Registration Number:	4240785	COMMITTED TO ELEVATING THE HEALTH OF YOU	
Registration Number:	4131172	PRIMAL PET FOODS INC. SINCE 2001	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$390.00 4948993

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Susan M. Kornfield
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SIGNATURE:	/susan m. kornfield/
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DATE SIGNED:	12/29/2020
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Trademarks)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of December 29, 2020, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement, dated as of December 29, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among PDPP Group, Inc., a Delaware corporation ("Borrower"), PDPP Holdings, LLC, a Delaware limited liability company, the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of December 29, 2020, to the Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby pledge, collaterally assign (as collateral), and grant to the Secured Party a continuing lien on and security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter arising or acquired and wherever located:

(a) all license agreements with any other Person in connection with any of the trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a

licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses, all to the extent the foregoing are Collateral in the Security Agreement (by way of illustration and not limitation, General Intangibles, Proceeds, and Commercial Tort Claims, as set forth in Sections 1.1. and 2.1 of the Security Agreement); and

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on ***Schedule 1.1*** attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (iii) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin; all to the extent the foregoing are Collateral in the Security Agreement (by way of illustration and not limitation, Intellectual Property Collateral, General Intangibles, Proceeds, and Commercial Tort Claims, as set forth in Sections 1.1. and 2.1 of the Security Agreement).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

PRAIRIE DOG PET PRODUCTS, LLC

By: 
Name: Scott Gordon
Title: Chief Financial Officer

PRIMAL PET FOODS, INC.

By: 
Name: Scott Gordon
Title: Chief Financial Officer

SECURED PARTY:

COMERICA BANK, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

PRAIRIE DOG PET PRODUCTS, LLC

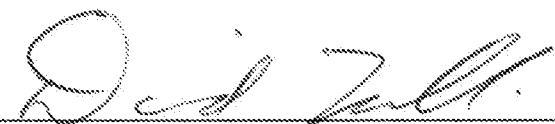
By: _____
Name:
Title:

PRIMAL PET FOODS, INC.

By: _____
Name:
Title:

SECURED PARTY:


COMERICA BANK, as Agent

By:  _____
Name: *David Rebutik*
Title: *Vice President*

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
PRAIRIE DOG ANTLERS	86/418231	10/8/14	4,948,993	5/3/16	Prairie Dog Pet Products, LLC
PRAIRIE DOG BISCUITS	86/420496	10/10/14	4,953,739	5/10/16	Prairie Dog Pet Products, LLC
PRAIRIE DOG TREATS	86/418350	10/8/14	4,948,994	5/3/16	Prairie Dog Pet Products, LLC
PRAIRIE DOG PET PRODUCTS	86/418176	10/8/14	4,948,992	5/3/16	Prairie Dog Pet Products, LLC
MARKET MIX	90/149394	8/31/20	n/a	n/a	Primal Pet Foods, Inc.
PRIMAL	88/258731	1/11/19	5,993,829	2/25/20	Primal Pet Foods, Inc.
BUILD A BETTER BOWL	88/554665	7/31/19	5,990,720	2/18/20	Primal Pet Foods, Inc.
EDIBLE ELIXIR	88/317269	2/26/19	5,872,043	10/1/19	Primal Pet Foods, Inc.
NOURISHING YOUR PET THE WAY NATURE INTENDED	87/627135	9/28/17	n/a	n/a	Primal Pet Foods, Inc.
GOAT MILK?	86/955063	3/28/16	5,068,648	10/25/16	Primal Pet Foods, Inc.
DOG NOG	86/946306	3/19/16	5,068,119	10/25/16	Primal Pet Foods, Inc.
PRIMAL PRONTO	85/946934	5/30/13	4,619,478	10/14/14	Primal Pet Foods, Inc.
PRIMAL PET FOODS	85/496680	12/15/11	4,249,017	11/27/12	Primal Pet Foods, Inc.

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
COMMITTED TO ELEVATING THE HEALTH OF YOUR PETS	85/496717	12/15/11	4,240,785	11/13/12	Primal Pet Foods, Inc.
	85/393146	8/9/11	4,131,172	4/24/12	Primal Pet Foods, Inc.