

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FoodScience Corporation		03/01/2021	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	1142205	AANGAMIK	
Registration Number:	2479506	CHITOLEAN	
Registration Number:	1516175	DAVINCI	
Registration Number:	2523116	WHERE SCIENCE AND NATURE COME TOGETHER	
Registration Number:	2439647	PET NATURALS	
Registration Number:	2533296	MOUNTAIN NATURALS	
Registration Number:	2379005	SUPERIOR CARE	
Registration Number:	2407461	U.S. ANIMAL NUTRITIONALS	
Registration Number:	2385204	VETRISCIENCE	
Registration Number:	2432880	FOODSCIENCE OF VERMONT	
Registration Number:	2426266	FOODSCIENCE	
Registration Number:	2516264	DISCOVERY	
Registration Number:	2345763	DISCDISCOVERY	
Registration Number:	2428088	PERNA	
Registration Number:	2091217	GLYCOFLEX	
Registration Number:	1200808	DAVINCI POTEN-C	
Registration Number:	1154450	GLUCONIC	
Registration Number:	2506502	THERMOSET	
Registration Number:	2707822	JOINTAGEN	

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Property Type	Number	Word Mark
Registration Number:	2686316	GLYCOFLEX
Registration Number:	3095248	PET NATURALS
Registration Number:	4621092	VETRIFLEX
Registration Number:	4991164	G.I. BENEFITS
Registration Number:	5197655	COLOSTRUM CALMING COMPLEX
Registration Number:	6078802	COLOSTRUM CALMING COMPLEX
Registration Number:	5472605	HIP+JOINT PRO
Registration Number:	5235522	DERMA STRENGTH
Registration Number:	5778458	MEGA PROBIOTIC
Registration Number:	4466487	MEGA PROBIOTIC
Registration Number:	5505105	CALMING
Registration Number:	6010970	CALMING
Registration Number:	5534632	
Registration Number:	5534633	
Registration Number:	5787634	SCALE DOWN
Registration Number:	5934061	PINCHERS
Registration Number:	6120681	AMILEXTIN
Registration Number:	6258563	SENIOR SPECIFIC
Serial Number:	90216885	FOODSCIENCE
Serial Number:	88962856	GI BALANCE PRO
Serial Number:	90141604	DAVINCI
Serial Number:	90136026	VETRISCIENCE LABORATORIES
Serial Number:	90201112	

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 96939-30440

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 03/01/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2021, is made by FoodScience Corporation, a Vermont corporation (the “Grantor”), in favor of Churchill Agency Services LLC (“CAS”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 1, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FS Intermediate, LLC, a Delaware limited liability company, FoodScience LLC, a Delaware limited liability company, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and CAS, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of March 1, 2021 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

FOODSCIENCE CORPORATION, a Vermont corporation

By: 
Name: Sharon Rossi
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL AGENCY SERVICES LLC, as Agent

By:  _____

Name: Mathew Linett

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Country	Serial No	Filing Date	Reg. No	Reg. Date	Status
AANGAMIK*	US	73/200,206	01/02/1979	1,142,205	12/09/1980	Registered
CHITOLEAN*	US	75/938,253	3/8/2000	2,479,506	8/21/2001	Registered
DAVINCI	US	73/653,608	04/06/1987	1,516,175	12/13/1988	Registered
WHERE SCIENCE AND NATURE COME TOGETHER*	US	75/675,873	04/06/1999	2,523,116	12/25/2001	Registered
PET NATURALS	US	75/708,578	05/18/1999	2,439,647	03/27/2001	Registered
MOUNTAIN NATURALS*	US	75/708,566	05/18/1999	2,533,296	01/29/2002	Registered
SUPERIOR CARE*	US	75/675,872	4/6/1999	2,379,005	8/22/2000	Registered
U.S. ANIMAL NUTRITIONALS*	US	75/708,640	5/18/1999	2,407,461	11/21/2000	Registered
VETRISCIENCE	US	75/708,558	05/18/1999	2,385,204	09/12/2000	Registered
FOODSCIENCE OF VERMONT	US	75/708,723	05/18/1999	2,432,880	03/06/2001	Registered
FOODSCIENCE	US	75/708,632	05/18/1999	2,426,266	02/06/2001	Registered
FOODSCIENCE	US	90/216,885	09/28/2020			Pending
DISCOVERY*	US	75/766,843	08/03/1999	2,516,264	12/11/2001	Registered
DISCDISCOVERY	US	75/766,672	08/03/1999	2,345,763	04/25/2000	Registered
PERNA	US	75/766,673	08/03/1999	2,428,088	02/13/2001	Registered
GLYCOFLEX	US	75/161,426	09/05/1996	2,091,217	08/26/1997	Registered
DAVINCI POTEN-C	US	73/252,455	03/03/1980	1,200,808	07/13/1982	Registered
GLUCONIC	US	73/198,414	12/28/1978	1,154,450	05/19/1981	Registered
THERMO-SET	US	76/170,544	11/21/2000	2,506,502	11/13/2001	Registered
JOINTAGEN	US	76/303,598	08/22/2001	2,707,822	04/15/2003	Registered
GLYCOFLEX	US	76/402,826	05/02/2002	2,686,316	02/11/2003	Registered
PET NATURALS	US	78/586,495	03/14/2005	3,095,248	05/23/2006	Registered
VETRIFLEX	US	86/228,659	03/21/2014	4,621,092	10/14/2014	Registered
G.I. BENEFITS	US	86/519,922	01/30/2015	4,991,164	07/05/2016	Registered
COLOSTRUM CALMING COMPLEX	US	87/255,262	12/02/2016	5,197,655	05/02/2017	Registered

Trademark	Country	Serial No	Filing Date	Reg. No	Reg. Date	Status
COLOSTRUM CALMING COMPLEX	US	88/672,035	10/29/2019	6,078,802	06/16/2020	Registered
HIP+JOINT PRO	US	87/218,925	10/28/2016	5,472,605	05/22/2018	Registered
DERMA STRENGTH	US	87/178,162	09/21/2016	5,235,522	07/04/2017	Registered
MEGA PROBIOTIC	US	87/600,084	09/07/2017	5,778,458	06/18/2019	Registered
MEGA PROBIOTIC	US	85/970,544	06/26/2013	4,466,487	01/14/2014	Registered
CALMING	US	87/530,810	07/17/2017	5,505,105	06/26/2018	Registered
CALMING	US	88/238,332	12/21/2018	6,010,970	03/17/2020	Registered
	US	87/734,124	12/26/2017	5,534,632	08/07/2018	Registered
	US	87/734,127	12/26/2017	5,534,633	08/07/2018	Registered
SCALE DOWN	US	88/210,717	11/29/2018	5,787,634	06/25/2019	Registered
PINCHERS	US	88/341,933	03/15/2019	5,934,061	12/10/2019	Published
AMILEXTIN	US	88/698,676	11/19/2019	6,120,681	08/04/2020	Registered
GI BALANCE PRO	US	88/962,856	06/12/2020			Pending
DAVINCI	US	90/141,604	08/27/2020			Pending
VETRISCIENCE LABORATORIES	US	90/136,026	08/25/2020			Published
	US	90/201,112	09/22/2020			Published
SENIOR SPECIFIC	US	90/191,484	09/18/2020	6,258,563	1/26/2021	Pending

* The Company does not intend to maintain these registrations.