

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premium Nutritional Products, LLC		07/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Collateral Agent		
Street Address:	299 Park Avenue		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2929187	AVIAN ENTREES	
Registration Number:	2191706		
Registration Number:	2589678	EMBRACE	
Registration Number:	5081783	EMBRACE	
Registration Number:	5107917	ENRICHING VARIETY	
Registration Number:	2895688	EXCEPTIONAL DIETS FOR EXTRAORDINARY ANIM	
Registration Number:	4349323	EXCEPTIONAL DIETS FOR EXTRAORDINARY ANIM	
Registration Number:	4777584	FEED SMART	
Registration Number:	5056256	FEED SMART	
Registration Number:	4200811	FRUITBLEND	
Registration Number:	2989510	GARDEN GOODNESS	
Registration Number:	5131523	NUTBLEND	
Registration Number:	6155599	PASTABLEND	
Registration Number:	5056249	PURE FUN	
Registration Number:	5056252	REAL REWARDS	
Registration Number:	5056254	REWARDING TREATS	
Registration Number:	5056250	SENSIBLE SEED	
Registration Number:	5056251	SMART PELLETS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4610396	SMART SELECTS
Registration Number:	4169497	TIMOTHY NATURALS
Registration Number:	5131521	VEGGIEBLEND
Registration Number:	2989511	WILD & SPICY
Registration Number:	2261863	ZUPREEM
Registration Number:	2897578	ZUPREEM
Registration Number:	6189779	ZUPREEM FIBERLONG

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312.862.8738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 North LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	50179-2
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	07/21/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated July 20, 2021, is between the Person listed on the signature pages hereof (the “Grantor”) and Varagon Capital Partners Agent, LLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Evolution Debt Merger Sub, LLC, a Delaware limited liability company, Manna Pro Products, LLC, a Missouri limited liability company (the “Borrower”), MP Intermediate Holdco LLC, a Delaware limited liability company (“Holdings”), each lender from time to time party thereto, and Varagon Capital Partners Agent, LLC, as Administrative Agent and Collateral Agent (“Collateral Agent”), have entered into the Credit Agreement dated as of December 10, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated December 10, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and hereby grants to the Collateral Agent (and its permitted successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications 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, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment

thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the "Trademark Collateral");

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral 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 the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR

OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

* * *

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PREMIUM NUTRITIONAL PRODUCTS, LLC

By: 
Name: Anthony Metzner
Title: Chief Financial Officer

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 007361 FRAME: 0442


**VARAGON CAPITAL PARTNERS
AGENT, LLC**
as Collateral Agent

By: TR
Name: Terry Reinken
Title: Managing Director

**Schedule A
Patents**

None.

**Schedule B
Trademarks**

Trademark	Case No.	Country	Application No.	Registration No.	Registration Date	Status	Next Renewal	Goods
AVIAN ENTREES	31626-US	U.S.	76/265592	2929187	March 1, 2005	Registered	March 1, 2025	31 Int. Food for caged birds
	24191-US	U.S.	75/018277	2191706	September 29, 1998	Registered	September 29, 2028	31 Int. Bird feed
EMBRACE	30718-US	U.S.	76/128310	2589678	July 2, 2002	Registered	July 2, 2022	31 Int. Bird food
EMBRACE		U.S.	86/967,506	5081783	November 15, 2016	Registered	November 15, 2022	31 Int. Bird food; food for animals
ENRICHING VARIETY	47954-US	U.S.	86/851338	5107917	December 27, 2016	Registered	December 27, 2026	31 Int. Animal foodstuffs; Pet food; Pet treats
EXCEPTIONAL DIETS FOR EXTRAORDINARY ANIMALS	39952-US	U.S.	78/302934	2895688	October 19, 2004	Registered	October 19, 2024	35 Int. Wholesale ordering services featuring food for exotic animals, namely, birds and zoo animals, excluding domestic livestock, dogs and cats
EXCEPTIONAL DIETS FOR EXTRAORDINARY ANIMALS	44556-US	U.S.	85/725767	4349323	June 11, 2013	Registered	June 11, 2023	31 Int. Animal foodstuffs, namely, foods for zoo animals, caged birds and small mammals
FEED SMART	44846-US	U.S.	85/791959	4777584	July 21, 2015	Registered	July 21, 2025	Loc. (1) Animal foodstuff Loc. (1) Providing educational information in the field of pet care, namely, health, diet and nutrition
	47956-US	U.S.	86/851426	5056256	October 4, 2016	Registered	October 4, 2026	31 Int. Animal foodstuffs; pet food 44 Int. Providing educational information in the field of pet care, namely, health, diet and nutrition
FRUITBLEND	43032-US	U.S.	85/331461	4200811	September 4, 2012	Registered	September 4, 2022	31 Int. Bird feed
GARDEN GOODNESS	39951-US	U.S.	78/440031	2989510	August 30, 2005	Registered	August 30, 2025	31 Int. Pet food
NUTBLEND	48039-US	U.S.	86/855888	5131523	January 31, 2017	Registered	January 31, 2027	31 Int. Food for birds; pet food; animal foodstuffs
PastaBlend	53672-US	U.S.	88/882159	6155599	September 15, 2020	Registered	September 15, 2026	31 Int. Animal foodstuffs; Bird food; Pet food
PURE FUN	47950-US	U.S.	86/851065	5056249	October 4, 2016	Registered	October 4, 2026	31 Int. Animal foodstuffs; Pet food
REAL REWARDS	47953-US	U.S.	86/851297	5056252	October 4, 2016	Registered	October 4, 2026	31 Int. Animal foodstuffs; Pet food; Pet treats
REWARDING TREATS	47955-US	U.S.	86/851387	5056254	October 4, 2016	Registered	October 4, 2026	31 Int. Animal foodstuffs; Pet food; Pet treats

SENSIBLE SEED	47951-US	U.S.	86/851141	5056250	October 4, 2016	Registered	October 4, 2026	31 Int. Animal foodstuffs for birds; Pet food for birds
SMART PELLETS	47952-US	U.S.	86/851204	5056251	October 4, 2016	Registered	October 4, 2026	31 Int. Animal foodstuffs; Pet food
SMART SELECTS	44845-US	U.S.	85/791911	4610396	September 23, 2014	Registered	September 23, 2024	31 Int. Animal foodstuffs
TIMOTHY NATURALS	43592-US	U.S.	85/476866	4169497	July 3, 2012	Registered	July 3, 2022	31 Int. Pet food for small mammals comprised in whole or substantial part of timothy hay
VEGGIEBLEND	48038-US	U.S.	86/855722	5131521	January 31, 2017	Registered	January 31, 2027	31 Int. Food for birds; pet food; animal foodstuffs
WILD & SPICY	39950-US	U.S.	78/440035	2989511	August 30, 2005	Registered	August 30, 2025	31 Int. Pet food
ZUPREEM	25529-US	U.S.	75/225195	2261863	July 20, 1999	Registered	July 20, 2029	31 Int. Foods for exotic animals, namely, birds and zoo animals, excluding domestic livestock, dogs and cats
ZUPREEM	30686-US	U.S.	76/112826	2897578	October 26, 2004	Registered	October 26, 2024	31 Int. Animal feed for birds and small animals
ZuPreem FiberLong and Design	53671-US	U.S.	88/882126	6189779	November 3, 2020	Registered	November 3, 2026	31 Int. Pet food for small animals, namely, rabbits and guinea pigs

**Schedule C
Copyrights**

None.