

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carnivore Meat Company LLC		11/23/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CHTD. BANK: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90726279	VE	
Serial Number:	90726304	VE VITAL ESSENTIALS PURELY RAW INSTINCTI	
Serial Number:	90726326	VE VITAL ESSENTIALS PURELY RAW INSTINCTI	
Serial Number:	90726361	VE RAW BAR	
Registration Number:	5849040	VITALCAT	
Registration Number:	5168679	CARNIVORE MEAT	
Registration Number:	3914972	VITAL ESSENTIALS	
Registration Number:	5304312	GF GLUTEN FREE GRAIN FREE GUILT FREE	
Registration Number:	3545951	NATURE'S ADVANTAGE	
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:	18888295817		
Email:	trevor.harris@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		

OP \$240.00 90726279

NAME OF SUBMITTER:	Diandra M. LaMantia
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	11/24/2021
Total Attachments: 7 source=Trademark Collateral Agreement - Project Alpha (2021)#page1.tif source=Trademark Collateral Agreement - Project Alpha (2021)#page2.tif source=Trademark Collateral Agreement - Project Alpha (2021)#page3.tif source=Trademark Collateral Agreement - Project Alpha (2021)#page4.tif source=Trademark Collateral Agreement - Project Alpha (2021)#page5.tif source=Trademark Collateral Agreement - Project Alpha (2021)#page6.tif source=Trademark Collateral Agreement - Project Alpha (2021)#page7.tif	

TRADEMARK COLLATERAL AGREEMENT

This 23rd day of November, 2021, CARNIVORE MEAT COMPANY LLC, a Wisconsin limited liability company ("*Debtor*"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to Bank of Montreal ("*BMO*"), acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*");

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations (as defined in the Credit Agreement (as defined in the Security Agreement)) of Debtor as set out in that certain Security Agreement, dated as of the date hereof, by and among Debtor and the other parties to such Security Agreement signing as "*Debtors*" thereto, and Agent, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any Excluded Collateral (as defined in the Security Agreement).

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the Facility Termination Date (as defined in the Credit Agreement). Upon the termination of this Trademark Collateral Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Debtor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

This Trademark Collateral Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Collateral Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Collateral Agreement. This Trademark Collateral Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

CARNIVORE MEAT COMPANY LLC

By: 

Name: J. David Foster
Title: Vice President and Assistant Secretary

Accepted and agreed to as of the date and year first above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

CARNIVORE MEAT COMPANY LLC

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year first above written.


BANK OF MONTREAL, as Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

FEDERAL TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Reg./App. No. Reg./App. Date</u>	<u>Status</u>
Carnivore Meat Company LLC		90726279 21-MAY-2021	Pending
Carnivore Meat Company LLC		90726304 21-MAY-2021	Pending
Carnivore Meat Company LLC		90726326 21-MAY-2021	Pending
Carnivore Meat Company LLC		90726361 21-MAY-2021	Pending
Carnivore Meat Company LLC	VITALCAT and Design 	5849040 88160745 03-SEP-2019 10/18/2018	Registered
Carnivore Meat Company LLC	CARNIVORE MEAT	5168679/ 87015558 21-MAR-2017	Registered
Carnivore Meat Company LLC	VITAL ESSENTIALS	3914972/ 77821436 01-FEB-2011	Registered

<u>Owner</u>	<u>Mark</u>	<u>Reg./App. No. Reg./App. Date</u>	<u>Status</u>
Carnivore Meat Company LLC		5304312/ 87016153 10-OCT-2017	Registered
Carnivore Meat Company LLC	NATURE'S ADVANTAGE	3545951/ 77302710 16-DEC-2008	Registered