

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Breeder's Choice Pet Food, LLC		01/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Business Bank		
Street Address:	701 North Haven Avenue		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91764		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3638763	ACTIVE CARE	
Registration Number:	1839127	ADVANCED PET DIETS	
Registration Number:	1854797	APD ADVANCED PET DIETS	
Registration Number:	4667915	AVODERM	
Registration Number:	1341290	AVO-DERM	
Registration Number:	3711263	AVODERM NATURAL	
Registration Number:	905228	BREEDER'S CHOICE	
Registration Number:	4689983	GOOD HEALTH SHOWS	
Registration Number:	3707830	PINNACLE	
Registration Number:	4361986	REVOLVING MENU	
Registration Number:	2332140	SELECT CHOICE	
Registration Number:	2604270	SIMPLY NATURAL	
Serial Number:	90681382	AVOHEARTS	
Serial Number:	90733756	PET FOOD SAFETY LAB TESTED & APPROVED	
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>			

OP \$365.00 3638763

Phone: (909)483-7299
Email: mledu@cbbank.com
Correspondent Name: Michelle Edu
Address Line 1: 701 N Haven Avenue
Address Line 2: Suite 350
Address Line 4: Ontario, CALIFORNIA 91764

NAME OF SUBMITTER: Michelle Edu

SIGNATURE: /Michelle Edu/

DATE SIGNED: 02/11/2022

Total Attachments: 7

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FIRST AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT

This First Amended and Restated Intellectual Property Security Agreement (the "Agreement") is made as of January 27, 2022, by and between Breeder's Choice Pet Food, LLC, a Delaware limited liability company ("Grantor"), and Citizens Business Bank ("Secured Party"). The Agreement amends and restates the prior Intellectual Property Security Agreement executed by Grantor in favor of Secured Party in or around February 2021 ("2-21 Security Agreement"), and shall otherwise supersede and replace the prior 2-21 Security Agreement.

RECITALS

A. Secured Party has made certain advances of money and to extend certain financial accommodations to Grantor (the "Loan") in the amounts and manner set forth in that certain Business Loan Agreement, dated as of February 12, 2021 (the "Loan Agreement"; all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement). The Loan Agreement and all documents related to the same shall be referred to herein as the "Loan Documents".

B. Secured Party made the Loan to Grantor, upon the condition, among others, that Grantor grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral (as defined below) whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Collateral"):

(a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(b) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, renewals and extensions of any of the Trademarks; and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) Except as set forth in the Schedule, Grantor's rights as a licensee of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(e) To its knowledge, each of the Trademarks is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(f) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark not specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, (ii) use its best efforts to detect infringements of the Trademarks and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(h) Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibit A hereto within thirty (30) days of the date of this Agreement; (ii) all registerable intellectual property

rights Grantor has developed as of the date of this Agreement but heretofore failed to register, within thirty (30) days of the date of this Agreement; and (iii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party and prior to Grantor's use of such product (including without limitation revisions or additions to the intellectual property rights listed on such Exhibit A). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations;

(i) This Agreement creates, and in the case of after acquired Collateral, will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 3.

4. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to

perfect Secured Party's security interest in all Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, hereof, as appropriate, to include reference to any right, title or interest in any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

6. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

7. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise

(including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

8. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

9. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

10. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

12. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in San Bernardino County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

16321 Arrow Highway
Irwindale, CA 91706
Attn: Joseph Herrick

BREEDER'S CHOICE PET FOOD, LLC, a
Delaware limited liability company

By: Joseph Herrick

Its: President

Address of Secured Party:

16830 Ventura Blvd., Suite 310
Encino, CA 91436
Attn: Arthur Tomlinson

SECURED PARTY

CITIZENS BUSINESS BANK

By: Arthur Tomlinson

Its: Senior Vice President

EXHIBIT "A"

[SEE SEPARATE PAGE]

EXHIBIT A

Trademarks

<u>Trademarks</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
Active Care	3638763	6/16/2009	77611999	11/11/2008
Advanced Pet Diets	1839127	6/7/1994	74374356	4/1/1993
APD Advanced Pet Diets and Design	1854797	9/20/1994	74376924	4/8/1993
Avoderm	4667915	1/6/2015	85520105	1/19/2012
Avo-Derm	1341290	6/11/1985	73415425	3/1/1983
Avoderm Natural	3711263	11/17/2009	77612205	11/11/2008
Breeder's Choice	905228	12/29/1970	72356480	4/10/1970
Good Health Shows	4689983	2/17/2015	86241522	4/3/2014
Pinnacle	3707830	11/10/2009	77612016	11/11/2008
Revolving Menu	4361986	7/2/2013	85465077	11/4/2011
Select Choice	2332140	3/21/2000	75658141	3/11/1999
Simply Natural	2604270	8/6/2002	76244461	4/23/2001
Avohearts			90681382	4/29/2021
Pet Food Safety Lab Tested & Approved and Design			90733756	5/25/2021

TRADEMARK

RECORDED: 02/11/2022

REEL: 007631 FRAME: 0518