

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCRATCH AND PECK LLC		12/20/2022	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	OLD SECOND NATIONAL BANK		
Street Address:	37 S. RIVER STREET		
City:	AURORA		
State/Country:	ILLINOIS		
Postal Code:	60506		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4888737	SCRATCH AND PECK FEEDS YOU ARE WHAT YOUR	
Registration Number:	5159896	SCRATCH AND PECK FEEDS YOU ARE WHAT YOUR	
Registration Number:	6818462	SCRATCH AND PECK	
Registration Number:	6818463	YOU ARE WHAT YOUR ANIMALS EAT	
CORRESPONDENCE DATA			
Fax Number:	8473301231		
<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:	8473306045		
Email:	adean@mpslaw.com		
Correspondent Name:	Amy Dean		
Address Line 1:	1515 E. WOODFIELD RD.		
Address Line 2:	STE. 250		
Address Line 4:	SCHAUMBURG, ILLINOIS 60173		
NAME OF SUBMITTER:	Jerrold L. Cherwin		
SIGNATURE:	/Jerrold L. Cherwin/		
DATE SIGNED:	12/20/2022		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 20, 2022, by SCRATCH AND PECK LLC, a Washington limited liability company (the "Grantor"), in favor of OLD SECOND NATIONAL BANK (the "Bank").

RECITALS

A. Grantor and SCRATCH AND PECK HOLDINGS LLC, a Delaware limited liability company ("Holdings" and together with the Grantor, each individually and collectively, the "Borrower") have entered into a Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make certain loans to the Borrower.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired U.S. federally registered patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

D. Grantor does not own or otherwise possess any U.S. federally registered patents, patent applications or copyrights.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each U.S. federally registered trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each U.S. federally registered trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any U.S. federally registered trademark referred to in Schedule 1 annexed hereto, any U.S. federally registered trademark issued pursuant to a trademark application referred to in Schedule 1

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and any U.S. federally registered trademark licensed under any trademark license listed on Schedule 1 annexed hereto, referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

This Agreement secures all Obligations (as defined in the Loan Agreement), debts and liabilities, plus interest thereon, of Grantor to the Bank, as well as all claims by the Bank against Grantor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Notes (as defined in the Loan Agreement), whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

SCRATCH AND PECK HOLDINGS LLC, a
Delaware limited liability company

By: Brian E. Bastedo
Name: Brian E. Bastedo
Title: Vice President

SCRATCH AND PECK LLC, a Washington
limited liability company

By: Brian E. Bastedo
Name: Brian E. Bastedo
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

US Patent and Trademark Office

Scratch and Peck Feeds
you are what your animals
eat

Registration No. 4,888,737
Registered January 19, 2016

US Patent and Trademark Office



Registration No. 5,159,896
Registered March 14, 2017

US Patent and Trademark Office

SCRATCH and PECK

Registration No. 6,818,462
Registered August 16, 2022

US Patent and Trademark Office

You Are What Your Animals Eat

Registration No. 6,818,463
Registered August 16, 2022