

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM792404

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
D & D Commodities Limited		03/03/2023	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank, as Administrative Agent		
<b>Street Address:</b>	3333 Peachtree Road		
<b>Internal Address:</b>	7th Floor-South Tower		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Banking Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1752790	3-D	
<b>Registration Number:</b>	5509982	3-D	
<b>Registration Number:</b>	4982904	ADVANCED FORMULA	
<b>Registration Number:</b>	4948026	BACKYARD DELIGHT	
<b>Registration Number:</b>	5463944	BEAUTIFUL BIRD	
<b>Registration Number:</b>	5767255	BETTER BIRD	
<b>Registration Number:</b>	6707583	BETTER BIRD	
<b>Registration Number:</b>	2874672		
<b>Registration Number:</b>	4045919	BUFFET	
<b>Registration Number:</b>	5597816	BUGS N' BERRIES	
<b>Registration Number:</b>	3400693	CLEAN FEEDING	
<b>Registration Number:</b>	4449027	CRUNCH N' NUT	
<b>Registration Number:</b>	3246037	DECK, PORCH N' PATIO	
<b>Registration Number:</b>	4049778	FEAST	
<b>Registration Number:</b>	3945401	GOLDEN	
<b>Registration Number:</b>	4930635	LESS MESS	
<b>Registration Number:</b>	3260776	NUT N' BERRY	
<b>Registration Number:</b>	5004916	SIZZLE N' HEAT	

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Property Type	Number	Word Mark
Registration Number:	4067766	SPECIAL FINCH
Registration Number:	6890556	SQUIRREL AWAY
Registration Number:	3757448	WILD DELIGHT
Registration Number:	2683470	WILD DELIGHT
Registration Number:	3750930	WOODPECKER, NUTHATCH N' CHICKADEE
Registration Number:	4537595	ZERO-WASTE

**CORRESPONDENCE DATA**

**Fax Number:** 4045818330  
*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:** 404-581-8136  
**Email:** mtydir@jonesday.com  
**Correspondent Name:** Michael Tydir, Jones Day  
**Address Line 1:** 1221 Peachtree Street, NE  
**Address Line 2:** Suite 400  
**Address Line 4:** Atlanta, GEORGIA 30361

<b>NAME OF SUBMITTER:</b>	Michael Tydir
<b>SIGNATURE:</b>	/Michael Tydir/
<b>DATE SIGNED:</b>	03/07/2023

**Total Attachments: 6**  
source=4. Truist\_Central Garden - Trademark Security Agreement (D D) (2023)(1535698862.1)#page1.tif  
source=4. Truist\_Central Garden - Trademark Security Agreement (D D) (2023)(1535698862.1)#page2.tif  
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source=4. Truist\_Central Garden - Trademark Security Agreement (D D) (2023)(1535698862.1)#page4.tif  
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**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of March 3, 2023 (this "Agreement"), is made by D & D COMMODITIES LIMITED, a Minnesota corporation (the "Grantor"), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, the Grantor and certain of its Affiliates, the lenders from time to time parties thereto (the "Lenders"), the Issuing Banks party thereto and the Administrative Agent have entered into a Third Amended and Restated Credit Agreement, dated as of December 16, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantor and certain of its Affiliates have entered into the Second Amended and Restated Security Agreement, dated as of December 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the 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 the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the ratable benefit of the Secured Parties, and grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in and Lien on all right, title and interest of such Grantor in, to and under the following Collateral (the "Trademark Collateral");

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) 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.

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

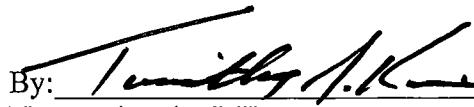
**SECTION 4. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**SECTION 5. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

**SECTION 6. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof.

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.

**D & D COMMODITIES LIMITED**

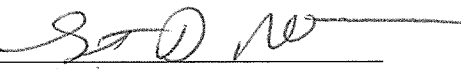
By:   
Name: Timothy J. Kane  
Title: Assistant Secretary and Vice President-  
Tax

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**TRUIST BANK**

By:   
Name: Stephen D Metz  
Title: Director

**SCHEDULE I**

**Trademarks and Trademark Licenses**

**I. REGISTERED TRADEMARKS**

Registered Trademark	Owner	Registration No	Registration Date	Country
3-D	Grantor	1752790	2/16/1993	USA
3-D	Grantor	5509982	7/3/2018	USA
ADVANCED FORMULA	Grantor	4982904	6/21/2016	USA
BACKYARD DELIGHT	Grantor	4948026	4/26/2016	USA
BEAUTIFUL BIRD	Grantor	5463944	5/8/2018	USA
BETTER BIRD	Grantor	5767255	6/4/2019	USA
BETTER BIRD	Grantor	6707583	4/19/2022	USA
				
Design only	Grantor	2874672	8/17/2004	USA
BUFFET	Grantor	4045919	10/25/2011	USA
BUGS N' BERRIES	Grantor	5597816	10/30/2018	USA
CLEAN FEEDING	Grantor	3400693	3/25/2008	USA
CRUNCH N' NUT	Grantor	4449027	12/10/2013	USA
DECK PORCH N' PATIO	Grantor	3246037	5/29/2007	USA
FEAST	Grantor	4049778	11/1/2011	USA
GOLDEN	Grantor	3945401	4/12/2011	USA
LESS MESS	Grantor	4930635	4/5/2016	USA
NUT N' BERRY	Grantor	3260776	7/10/2007	USA
SIZZLE N' HEAT	Grantor	5004916	7/19/2016	USA
SPECIAL FINCH	Grantor	4067766	12/6/2011	USA

SQUIRREL AWAY	Grantor	6890556	11/1/2022	USA
WILD DELIGHT	Grantor	3757448	3/9/2010	USA
WILD DELIGHT	Grantor	2683470	2/4/2003	USA
WOODPECKER NUTHATCH N' CHICKADEE	Grantor	3750930	2/16/2010	USA
ZERO-WASTE	Grantor	4537595	5/27/2014	USA

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.