# CH \$1240.00 674326

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM864968

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ceva Animal Health, LLC		12/21/2023	Limited Liability Company: DELAWARE
Biomune Company		12/21/2023	Corporation: DELAWARE
Thundershirt, LLC		12/21/2023	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Natixis, as Security Agent
Street Address:	7 Promenade Germaine Sablon
City:	Paris
State/Country:	FRANCE
Postal Code:	75013
Entity Type:	Bank: FRANCE

### **PROPERTY NUMBERS Total: 49**

Property Type	Number	Word Mark
Registration Number:	6743262	THUNDERBUS
Registration Number:	5924120	THUNDERCLOUD
Registration Number:	5712741	THUNDERWUNDERS
Registration Number:	5346433	THUNDEREASE
Registration Number:	5340490	THUNDERSNAP
Registration Number:	5069109	INSANELY CALM
Registration Number:	4777726	THUNDERWORKS
Registration Number:	4561259	THUNDERSPRAY
Registration Number:	4704258	THUNDERWORKS
Registration Number:	4522905	THUNDERCAP
Registration Number:	4515786	THUNDERCOAT
Registration Number:	4515787	THUNDERSWEATER
Registration Number:	4456484	THUNDERLEASH
Registration Number:	4276998	THUNDERSHIRT
Registration Number:	4277385	THUNDERSHIRT
Registration Number:	4036237	TAKES THE "PET" OUT OF PETRIFIED
		TDADEMADY

TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	3689331	THUNDERSHIRT
Registration Number:	7173337	SALMUNE
Registration Number:	6483529	LAYERMUNE
Registration Number:	3443322	ADENOMUNE
Registration Number:	2781316	BIOMUNE
Registration Number:	2744037	CIRCOMUNE
Registration Number:	2782629	TREMORMUNE
Registration Number:	2418391	VECTORMUNE
Registration Number:	2020746	POXIMUNE
Registration Number:	1938815	BURSIMUNE
Registration Number:	1996497	CHOLERAMUNE
Registration Number:	2670683	BIOMUNE
Registration Number:	1894526	REOMUNE
Registration Number:	1879089	MAXIMUNE
Registration Number:	1252116	BIOVAC
Registration Number:	6783403	IMECTRO
Registration Number:	6577156	SYNOVIAL FLEX ADVANCED
Registration Number:	5852519	BREAKABLES
Registration Number:	4995082	SAMELQ
Registration Number:	4591638	TRP ADVANCED SOFT CHEW TECHNOLOGY
Registration Number:	4700696	TRP-TRI-COX
Registration Number:	4591576	VECTRA
Registration Number:	4452407	VECTRA
Registration Number:	3854521	CLENZ-A-DENT
Registration Number:	3850886	FIRST SHIELD
Registration Number:	3768863	FIRST SHIELD TRIO
Registration Number:	3571569	VECTRA 3D
Registration Number:	3778586	OTI-SOOTHE
Registration Number:	3380057	CHONDRO-FLEX
Registration Number:	3469824	VECTRA
Registration Number:	3743425	VECTRA
Registration Number:	3349602	DERMA-3
Serial Number:	97173688	ADVANCED DERMATOPICAL CARE AVENANTHRAMID

### **CORRESPONDENCE DATA**

**Fax Number:** 2147467777

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:** 2147467700

**Email:** juan.arias@weil.com **Correspondent Name:** Kayley Bacigalupo

Address Line 1:Weil, Gotshal & Manges LLPAddress Line 2:200 Crescent Court, Suite 300Address Line 4:Dallas, TEXAS 75201-6950

ATTORNEY DOCKET NUMBER:	K. Bacigalupo-34507.0020
NAME OF SUBMITTER:	Kayley Bacigalupo
SIGNATURE:	/Kayley Bacigalupo/
DATE SIGNED:	01/02/2024

### **Total Attachments: 7**

source=Ceva (2023 Accession) - Trademark Security Agreement Executed#page1.tif source=Ceva (2023 Accession) - Trademark Security Agreement Executed#page2.tif source=Ceva (2023 Accession) - Trademark Security Agreement Executed#page3.tif source=Ceva (2023 Accession) - Trademark Security Agreement Executed#page4.tif source=Ceva (2023 Accession) - Trademark Security Agreement Executed#page5.tif source=Ceva (2023 Accession) - Trademark Security Agreement Executed#page6.tif source=Ceva (2023 Accession) - Trademark Security Agreement Executed#page7.tif

### NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 21, 2023 (this "Agreement"), made by Ceva Animal Health, LLC, a Delaware limited liability company ("Ceva Animal Health"), Biomune Company, a Delaware corporation ("Biomune"), and Thundershirt, LLC, a Delaware limited liability company ("Thundershirt" and, together with Ceva Animal Health and Biomune, each, a "Pledgor" and collectively, the "Pledgors"), in favor of Natixis, as Security Agent (as defined below).

Reference is made to the Security Agreement, dated as of November 9, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Mendel US Holding LLC, a Delaware limited liability company, FINANCIÈRE MENDEL, a société par actions simplifiée incorporated in France with registered number 801 795 618 RCS Paris, having its registered office at 7 rue Vignon, 75008 Paris, France, a company incorporated under the laws of France, each other subsidiary of FINANCIÈRE TOP MENDEL, a société par actions simplifiée incorporated in France with registered number 801 720 533 RCS Paris, having its registered office at 7 rue Vignon, 75008 Paris, France from time to time party thereto and Natixis, as security agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Security Agent"). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in <u>Section</u> 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Secured Obligations, each Pledgor pursuant to the Security Agreement did, and hereby does, assign, pledge and grant to the Security Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor (collectively, but excluding any Excluded Assets, the "*Trademark Collateral*"):

(a) all U.S. registered and applied for Trademarks owned by Pledgor, including those listed on <u>Schedule I</u> and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, or other violations thereof; (d) all rights to sue and/or otherwise recover for past, present, and future infringements, dilutions, or other violations of the foregoing; and (e) all rights corresponding to any of the foregoing;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051 unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any grant of a security interest therein prior to such filing would impair the validity or enforceability of such intent-to-use application or any registration issuing therefrom under Requirements of Law.

SECTION 3. **Security Agreement**. The security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any electronic signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination.* Upon any termination or release of the Security Interest in the Trademark Collateral pursuant to Section 5.15 of the Security Agreement, the Security Agent shall, at the expense of each Pledgor in accordance with Section 5.15(e) of the Security Agreement, execute and deliver to such Pledgor all UCC termination statements, releases of Intellectual Property Security Agreements and similar documents as such Pledgor may reasonably request in writing to evidence such termination or release of the Security Interest in Trademark Collateral, subject to Section 5.15(e) of the Security Agreement.

[Signature Pages Follow]

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

> CEVA ANIMAL HEALTH, LLC BIOMUNE COMPANY

THUNDERSHIRT, LLC

Name: Anthony Strait

Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks]

### ACCEPTED AND AGREED:

NATIXIS, as Security Agent

Docusigned by:

Mich Bodereau

F349092E05FD441...

Docusigned by:

Yam Bitor

480CFFD88A0E45D

Name: Julien Bodereau and Yann Bitor

Title: authorised signatories

[Signature Page to Notice of Grant of Security Interest in Trademarks]

# Trademarks Owned by Thundershirt, LLC

### U.S. Trademarks

Mark	Registration No.	Registration Date
THUNDERBUS	6743262	5/31/2022
THUNDERCLOUD	5924120	12/3/2019
THUNDERWUNDERS	5712741	4/2/2019
THUNDEREASE	5346433	11/28/2017
THUNDERSNAP	5340490	11/21/2017
INSANELY CALM	5069109	10/25/2016
THUNDERWORKS	4777726	7/21/2015
THUNDERSPRAY	4561259	7/1/2014
THUNDERWORKS	4704258	3/17/2015
THUNDERCAP	4522905	4/29/2014
THUNDERCOAT	4515786	4/15/2014
THUNDERSWEATER	4515787	4/15/2014
THUNDERLEASH	4456484	12/24/2013
THUNDERSHIRT	4276998	1/15/2013
THUNDERSHIRT	4277385	1/15/2013
TAKES THE "PET" OUT OF PETRIFIED	4036237	10/4/2011
THUNDERSHIRT	3689331	9/29/2009

U.S. Trademark Applications

None.

# Trademarks Owned by Biomune Company

### U.S. Trademarks

Mark	Registration No.	Registration Date
SALMUNE	7173337	9/26/2023
LAYERMUNE	6483529	9/14/2021

Mark	Registration No.	Registration Date
ADENOMUNE	3443322	6/10/2008
BIOMUNE	2781316	11/11/2003
CIRCOMUNE	2744037	7/29/2003
TREMORMUNE	2782629	11/11/2003
VECTORMUNE	2418391	1/2/2001
POXIMUNE	2020746	12/3/1996
BURSIMUNE	1938815	11/28/1995
CHOLERAMUNE	1996497	8/27/1996
BIOMUNE	2670683	1/7/2003
REOMUNE	1894526	5/16/1995
MAXIMUNE	1879089	2/14/1995
BIOVAC	1252116	9/27/1983

U.S. Trademark Applications

None.

# Trademarks Owned by Ceva Animal Health, LLC

### U.S. Trademarks

Mark	Registration No.	Registration Date
IMECTRO	6783403	7/5/2022
SYNOVIAL FLEX ADVANCED	6577156	11/30/2021
BREAKABLES	5852519	9/3/2019
SAMELQ	4995082	7/5/2016
TRP ADVANCED SOFT CHEW TECHNOLOGY	4591638	8/26/2014
TRP-TRI-COX	4700696	3/10/2015
VECTRA	4591576	8/26/2014
VECTRA	4452407	12/17/2013
CLENZ-A-DENT	3854521	9/28/2010
FIRST SHIELD	3850886	9/21/2010
FIRST SHIELD TRIO	3768863	3/30/2010

Mark	Registration No.	Registration Date
VECTRA 3D	3571569	2/10/2009
OTI-SOOTHE	3778586	4/20/2010
CHONDRO-FLEX	3380057	2/12/2008
VECTRA	3469824	7/15/2008
VECTRA	3743425	1/26/2010
DERMA-3	3349602	12/4/2007

# U.S. Trademark Applications

Title	Application No.	Application Date
ADVANCED DERMATOPICAL CARE AVENANTHRAMIDES AND CERAMIDES	97173688	12/15/2021

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RECORDED: 01/02/2024 REEL: 008305 FRAME: 0244