OP \$1115.00 4328878

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM482585

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deerland Enzymes, Inc.		07/19/2018	Corporation: DELAWARE
National Enzyme Company, LLC		07/19/2018	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Capital One, National Association	
Street Address:	2 Bethesda Metro Center	
Internal Address:	Suite 600	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 44

PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	4328878	THIOZYME	
Registration Number:	4764715	SOLARPLAST	
Registration Number:	4373286	SERRATERIC	
Registration Number:	4223332	PROHYDROLASE	
Registration Number:	4516199	PREFORPRO	
Registration Number:	4679866	NATTOLASE	
Registration Number:	4660180	GLUTALYTIC	
Registration Number:	3856644	DEERLAND ENZYMES	
Registration Number:	4416980		
Registration Number:	3856641	DEERLAND ENZYMES	
Registration Number:	4810202	DE111	
Registration Number:	3752328	FROM CONCEPT TO COMMERCIALIZATION, WE AD	
Registration Number:	4952986	PHYSIOZYME	
Registration Number:	4007007	YOUR BLEND	
Registration Number:	4682490	DAIRYLYTIC	
Serial Number:	87434198	ATPRIME	
Serial Number:	87434810	DEERLAND PROBIOTICS	
	•	TRADEMARK	

900458990 REEL: 006385 FRAME: 0079

HADEMAKK

Property Type	Number	Word Mark
Serial Number:	87434828	DIGESTIBLE
Serial Number:	86578875	BIOCORE AMINOTAP
Serial Number:	86523288	EXACTA-PAK
Serial Number:	86185135	HOGGG BUSTER
Serial Number:	86185183	H3XG WITH GARCINIA CAMBOGIA, GREEN TEA A
Serial Number:	85768192	ORAL REFRESH
Registration Number:	4334918	ZIP EX2
Registration Number:	4334783	ENZYMOLIC
Registration Number:	4460975	N.ZIMES
Registration Number:	3255983	NUTRITION RAISED TO THE POWER OF ENZYMES
Registration Number:	3345449	BIOCORE DAIRY ULTRA
Registration Number:	3345444	BIOCORE PRO
Registration Number:	3464085	BIOCORE LIPO
Registration Number:	3331403	BIOCORE CARBO
Registration Number:	3345445	BIOCORE DAIRY
Registration Number:	3349666	BIOCORE DPP-IV
Registration Number:	3234840	PROCERELASE
Registration Number:	3172350	BIOCORE
Registration Number:	3099703	N·ZIMES PA
Registration Number:	3025456	N·ZIMESPA-L
Registration Number:	3033544	NATIONAL ENZYME COMPANY
Registration Number:	3031147	ENZYME UNIVERSITY
Registration Number:	3025457	CERECALASE
Registration Number:	2913606	NATTOZIMES
Registration Number:	2870229	SERRAZIMES
Registration Number:	2752915	ISOLASE
Registration Number:	2760237	N ZIMESPA-L FUNGAL PANCREATIN ALTERNATIV

CORRESPONDENCE DATA

Fax Number: 4044435697

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: 404-443-5649

Email: lallen@mcguirewoods.com
Correspondent Name: Latosha Allen, Paralegal
Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree Street, Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 2060236-0137 Deerland

NAME OF SUBMITTER:	Latosha Allen	
SIGNATURE:	/Latosha Allen/	
DATE SIGNED:	07/19/2018	
Total Attachments: 8		
source=Deerland - A&R Trademark Security Agreement 2018#page1.tif		
source=Deerland - A&R Trademark Security Agreement 2018#page2.tif		
source=Deerland - A&R Trademark Security Agreement 2018#page3.tif		
source=Deerland - A&R Trademark Security Agreement 2018#page4.tif		
source=Deerland - A&R Trademark Security Agreement 2018#page5.tif		
source=Deerland - A&R Trademark Security Agreement 2018#page6.tif		

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 19, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Capital One, National Association ("Capital One"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of July 19, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (the "<u>Guaranty and Security Agreement</u>"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks , including, without limitation, those pending and registered Trademarks referred to on <u>Schedule 1</u> hereto;
 - (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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

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recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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

<u>Section 4.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each 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.

Very truly yours,

DEERLAND ENZYMES, INC.,

as Grantor

By: Andrew Hochman

Title: Secretary

NATIONAL ENZYME COMPANY, LLC, as Grantor

Name: Andrew Hochman

Title: Secretary

DEERLAND ENZYMES, INC. TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

ACCEPTED AND AGREED as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION

as Agent,

By:

Algore: Jedfey A. Schaal Title: Its Duly Authorized Signatory

DEERLAND ENZYMES, INC. TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

Owner	Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No./ Issue Date
Deerland Enzymes, Inc.	USA	ThioZyme		USPTO Reg. No. 4,328,878 / April 30, 2013
Deerland Enzymes, Inc.	USA	SOLARPLAST		USPTO Reg. No. 4,764,715 / June 30, 2015
Deerland Enzymes, Inc.	USA	Serrateric		USPTO Reg. No. 4,373,286 / July 23, 2013
Deerland Enzymes, Inc.	USA	ProHydrolase		USPTO Reg. No. 4,223,332 / October 9, 2012
Deerland Enzymes, Inc.	USA	PREFORPRO		USPTO Reg. No. 4,516,199 / April 15, 2014
Deerland Enzymes, Inc.	USA	NATTOLASE		USPTO Reg. No. 4,679,866 / January 27, 2015
Deerland Enzymes, Inc.	USA	GLUTALYTIC		USPTO Reg. No. 4,660,180 / December 23, 2014
Deerland Enzymes, Inc.	USA	Logo		USPTO Reg. No. 3,856,644 / October 5, 2010
Deerland Enzymes, Inc.	USA	Design		USPTO Reg. No. 4,416,980 / October 15, 2013
Deerland Enzymes, Inc.	USA	Deerland Enzymes		USPTO Reg. No. 3,856,641 / October 5, 2010
Deerland Enzymes, Inc.	USA	DE111		USPTO Reg. No. 4,810,202 / September 8, 2015
Deerland Enzymes, Inc.	USA	FROM CONCEPT TO COMMERCIALIZA TION, WE ADD VALUE AT EVERY STEP		USPTO Reg. No. 3,752,328 / February 23, 2010

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Owner	Jurisdiction	Mark	Application Ser.	Registration No./
	7		No./ Filing Date	Issue Date
Deerland Enzymes, Inc.	USA	PHYSIOZYME		USPTO Reg.
				4,952,986 /
				May 3, 2016
Deerland Enzymes, Inc.	USA	YOUR BLEND		USPTO Reg.
				4,007,007 /
				August 2, 2011
Deerland Enzymes, Inc.	USA	DAIRYLYTIC		USPTO Reg.
				4,682,490 /
				February 3, 2015
Deerland Enzymes, Inc.	Taiwan	DEERLAND		No. 01698565 /
		ENZYMES and		April 1, 2015
		design		
Deerland Enzymes, Inc.	Korea	DEERLAND		Certificate of
-		ENZYMES and		Trademark
		design		Registration, Reg. No.
				40-1114006 /
				June 25, 2015
Deerland Enzymes, Inc.	China	Deerland Enzymes		Reg. No. 15226021 /
,		and design		October 14, 2015
Deerland Enzymes, Inc.	USA	ATPRIME	Serial Number	,
3			87434198 /	
			May 2, 2017	
Deerland Enzymes, Inc.	USA	Deerland Probiotics	Serial Number	
			87434810 /	
			May 3, 2017	
Deerland Enzymes, Inc.	USA	DIGESTIBLE	Serial Number	
			87434828 /	
			May 3, 2017	
NATIONAL ENZYME	USA	BIOCORE	Serial Number /	USPTO Reg. No.
COMPANY, LLC	05/1	AMINOTAP	86578875	4890571
COMI ANT, ELC		AMINOTAL		
	TIGA		March 27, 2015	January 19, 2016
AMERICAN ANIMAL	USA	EXACTA-PAK	Serial Number /	USPTO Reg. No.
NUTRITION, LLC			86523288	4928840
			February 3, 2015	March 28, 2016
NATIONAL ENZYME	USA	HOGGG BUSTER	Serial Number /	USPTO Reg. No.
COMPANY, LLC			86185135	4600969
			February 5, 2014	September 8, 2014
NATIONAL ENZYME	USA	H3GX WITH	Serial Number /	USPTO Reg. No.
COMPANY, LLC		GARCINIA	86185183	4714768
COMPACT, EEC		CAMBOGIA,		April 7, 2015
		GREEN TEA AND	February 5, 2014	April 7, 2015
		GREEN COFFEE		
		OKEEN COFFEE		
		* *		
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NATIONAL PARTY	I I C A	CONTRACTOR OF THE CONTRACTOR O	0 1137 1	LIGPEO D
NATIONAL ENZYME	USA	ORAL REFRESH	Serial Number /	USPTO Reg. No.
COMPANY, LLC			85768192	4346865
			October 31, 2012	June 4, 2013

Owner	Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No./ Issue Date
NATIONAL ENZYME COMPANY, LLC	USA	ZIP EX2	Serial Number / 85745729 October 4, 2012	USPTO Reg. No. 4334918 May 14, 2013
NATIONAL ENZYME COMPANY, LLC	USA	ENZYMOLIC	Serial Number / 85736660 24-SEP-2012	USPTO Reg. No. 4334783 May 14, 2013
NATIONAL ENZYME COMPANY, LLC	USA	N.ZIMES	85736848 September 24, 2012	USPTO Reg. No. 4460975 January 7, 2014
NATIONAL ENZYME COMPANY, LLC	USA	NUTRITION RAISED TO THE POWER OF ENZYMES	Serial Number / 78948516 August 9, 2006	USPTO Reg. No. 3255983 June 26, 2007
NATIONAL ENZYME COMPANY, LLC	USA	BIOCORE DAIRY ULTRA	Serial Number / 78699657 August 24, 2005	USPTO Reg. No. 3345449 November 27, 2007
NATIONAL ENZYME COMPANY, LLC	USA	BIOCORE PRO	August 24, 2003 Serial Number / 78698737 August 23, 2005	USPTO Reg. No. 3345444 November 27, 2007
NATIONAL ENZYME COMPANY, LLC	USA	BIOCORE LIPO	Serial Number / 78698752 August 23, 2005	USPTO Reg. No. 3464085 July 8, 2007
NATIONAL ENZYME COMPANY, LLC	USA	BIOCORE CARBO	Serial Number / 78698765 August 23, 2005	USPTO Reg. No. 3331403 November 6, 2007
NATIONAL ENZYME COMPANY, LLC	USA	BIOCORE DAIRY	Serial Number / 78698776 August 23, 2005	USPTO Reg. No. 3345445 November 27, 2007
NATIONAL ENZYME COMPANY, LLC	USA	BIOCORE DPP-IV	Serial Number / 78698788 August 23, 2005	USPTO Reg. No. 3349666 December 4, 2007
NATIONAL ENZYME COMPANY, LLC	USA	PROCERELASE	Serial Number / 78631643 May 17, 2005	USPTO Reg. No. 3234840 April 24, 2007
NATIONAL ENZYME COMPANY, LLC	USA	BIOCORE	Serial Number / 78581958 March 7, 2005	USPTO Reg. No. 3172350 November 14, 2006
NATIONAL ENZYME COMPANY, LLC	USA	N-ZIMES PA	Serial Number / 76597960 June 18, 2004	USPTO Reg. No. 3099703 June 6, 2006
NATIONAL ENZYME COMPANY, LLC	USA	N-ZIMESPA-L	Serial Number / 76588750 April 26, 2004	USPTO Reg. No. 3025456 December 13, 2005

Owner	Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No./ Issue Date
NATIONAL ENZYME	USA	NATIONAL	Serial Number /	USPTO Reg. No.
COMPANY, LLC		ENZYME	76588751	3033544
		COMPANY	April 26, 2004	December 27, 2005
NATIONAL ENZYME	USA	ENZYME	Serial Number /	USPTO Reg. No.
COMPANY, LLC		UNIVERSITY	76588753	3031147
			April 26, 2004	December 20, 2005
NATIONAL ENZYME	USA	CERECALASE	Serial Number /	USPTO Reg. No.
COMPANY, LLC			76588755	3025457
			April 26, 2004	December 13, 2005
NATIONAL ENZYME	USA	NATTOZIMES	Serial Number /	USPTO Reg. No.
COMPANY, LLC			76463182	2913606
			October 31, 2002	December 21, 2004
NATIONAL ENZYME	USA	SERRAZIMES	Serial Number /	USPTO Reg. No.
COMPANY, LLC			76458093	2870229
			October 15, 2002	August 3, 2004
NATIONAL ENZYME	USA	ISOLASE	Serial Number /	USPTO Reg. No.
COMPANY, LLC			78105138	2752915
			January 28, 2002	August 19, 2003
NATIONAL ENZYME	USA	N ZIMESPA-L	Serial Number /	USPTO Reg. No.
COMPANY, LLC		FUNGAL	78055028	2760237
		PANCREATIN	March 26, 2001	September 2, 2003
		ALTERNATIVE		
		LIPASE		
		n•zimesPA-L Fungal Pancreatid Alternative Lipase		

Exclusively Licensed Trademarks

None.

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RECORDED: 07/19/2018