

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI115948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MidCap Financial Trust		03/22/2024	STATUTORY TRUST: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Protein for Pets Opco, LLC		
Street Address:	601 N 13th Street		
City:	Monett		
State/Country:	MISSOURI		
Postal Code:	65708		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5124868	MOUNTAIN PLAINS ALL AMERICAN PET TREATS	
Registration Number:	5124830	MOUNTAIN PLAINS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	(617)5269708		
Email:	ypan@proskauer.com,GDewire@Proskauer.com		
Correspondent Name:	Gregory R. Dewire		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11964/218		
NAME OF SUBMITTER:	Yuming Pan		
SIGNATURE:	Yuming Pan		
DATE SIGNED:	03/23/2024		
Total Attachments: 3			
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source=Protein for Pets - Trademark Security Agreement Release (Protein for Pets Opco) (Executed)#page2.tif			

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS RELEASE AND TERMINATION OF THE GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of March 22, 2024 (this “Release”), is made by MidCap Financial Trust, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties, in favor of Protein for Pets Opco, LLC, a Delaware limited liability company (the “Grantor”). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Credit Agreement or Grant of Security Interest in Trademark Rights (as defined below).

WHEREAS, the Grantor and the Collateral Agent are parties to that certain (i) Credit Agreement, dated as of May 31, 2019 (as the same has been amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified prior to the date hereof, the “Credit Agreement”) and (ii) Grant of Security Interest in Trademark Rights, dated as of June 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Grant of Security Interest in Trademark Rights”), pursuant to which the Grantor granted to the Collateral Agent, for the benefit of Secured Parties, a continuing security interest in, the Collateral (as defined in the Grant of Security Interest in Trademark Rights), including, but not limited to, the trademarks and the applications and registrations listed on Schedule A hereto;

WHEREAS, the Grant of Security Interest in Trademark Rights was recorded in the records of the United States Patent and Trademark Office (“USPTO”) on June 15, 2021 at reel 7326, frame 0940;

WHEREAS, the Grantor has requested, and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Collateral and (b) provide a document suitable for recording in the USPTO evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Grant of Security Interest in Trademark Rights, (b) terminate the liens and security interest in the Collateral, (c) cancel, release and relinquish and discharge its liens on and security interest in the Collateral, and (d) re-assign, re-transfer and re-convey to the Grantor any and all rights, title and interest it may have in, to or under the Collateral. The Collateral Agent hereby authorizes the filing of this Release by the Grantor at the USPTO. The Collateral Agent agrees to take further actions, as reasonably requested by the Grantor, to evidence the release and termination of the Collateral Agent’s security interests in the Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release and Termination of Security Interest in Trademark Rights by its duly authorized officer as of the date first written above.

MIDCAP FINANCIAL TRUST,

as Collateral Agent

By: Apollo Capital Management, L.P., its Investment Manager

By: Apollo Capital Management GP, LLC, its General Partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

[Signature Page to Release and Termination of Security Interest in Trademark Rights (Protein for Pets)]


TRADEMARK
REEL: 008378 FRAME: 0393

SCHEDULE A

Trademark Registrations/Applications

Assignment Recorded at Reel 7326, Frame 0940

REGISTERED TRADEMARKS

Trademarks	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Grantor
MOUNTAIN PLAINS ALL AMERICAN PET TREATS 	U.S.	86472561/ 05-DEC-2014	5124868/ 17-JAN-2017	31	PROTEIN FOR PETS OPCO, LLC
MOUNTAIN PLAINS	U.S.	86445276 / 05-NOV-2014	5124830/ 17-JAN-2017	31	PROTEIN FOR PETS OPCO, LLC

TRADEMARK APPLICATIONS

None.

LICENSES

None.