

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEERLAND ENZYMES, INC.		06/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	Two 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: 18			
Property Type	Number	Word Mark	
Registration Number:	4328878	THIOZYME	
Registration Number:	4764715	SOLARPLAST	
Registration Number:	4373286	SERRATERIC	
Registration Number:	4223332	PROHYDROLASE	
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	
Serial Number:	87434828	DIGESTIBLE	
Registration Number:	4516199	PREFORPRO	

OP \$465.00 4328878

CORRESPONDENCE DATA**Fax Number:** 7037125050*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:** 703-712-5352**Email:** jmiller@mcguirewoods.com**Correspondent Name:** Joyce Miller**Address Line 1:** 1750 Tysons Blvd.**Address Line 2:** Suite 1800**Address Line 4:** Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	06/21/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 20, 2017, 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 Credit Agreement, dated as of June 20, 2017 (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 a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), 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:

Section 1. Defined Terms. 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 Schedule 1 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 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.

Section 4. Counterparts. 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.

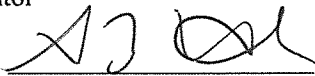
Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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: 
Name: Andrew Hochman
Title: Secretary

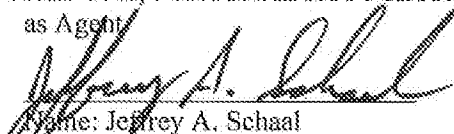
DEERLAND ENZYMES, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006088 FRAME: 0354

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By:



Name: Jeffrey A. Schaal



Title: Its Duly Authorized Signatory

DEERLAND ENZYMES, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006088 FRAME: 0355

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 COMMERCIALIZATION, WE ADD VALUE AT EVERY STEP		USPTO Reg. No. 3,752,328 / February 23, 2010
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

Owner	Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No./ Issue Date
Deerland Enzymes, Inc.	USA	DAIRYLYTIC		USPTO Reg. 4,682,490 / February 3, 2015
Deerland Enzymes, Inc.	Taiwan	DEERLAND ENZYMES and design		No. 01698565 / April 1, 2015
Deerland Enzymes, Inc.	Korea	DEERLAND ENZYMES and design		Certificate of Trademark Registration, Reg. No. 40-1114006 / June 25, 2015
Deerland Enzymes, Inc.	China	Deerland Enzymes and design		Reg. No. 15226021 / October 14, 2015
Deerland Enzymes, Inc.	USA	ATPRIME	Serial Number 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	

Exclusively Licensed Trademarks

None.