

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525869

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hero Pet Brands, LLC		05/31/2019	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Varagon Capital Partners Agent, LLC
Street Address:	488 Madison avenue
Internal Address:	22nd floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	5607761	HERO PET BRANDS
Registration Number:	5641560	HERO PET BRANDS
Registration Number:	3967094	MOISTURE LOCK
Registration Number:	3967101	MOISTURE LOCK
Registration Number:	5074944	NATURAL CARE+
Registration Number:	3555678	NATURAL CARE
Registration Number:	5661567	NATURAL CARE +
Registration Number:	1475558	OUT!
Registration Number:	4098048	OUT!
Registration Number:	4120451	OUT!
Registration Number:	4228554	OUT!
Registration Number:	4098049	OUT!
Registration Number:	4098050	OUT!
Registration Number:	4098051	OUT!
Registration Number:	4270755	OUT!
Registration Number:	4257542	OUT!
Registration Number:	5177489	OUT!
Registration Number:	4038426	OXY-FAST

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4279974	OXY-FAST
Registration Number:	5303314	PRO-GRIP
Registration Number:	4264070	PULL-N-GO
Registration Number:	4673364	SIMPLY OUT!
Registration Number:	2299802	TOTALLY TODDLER
Registration Number:	2299803	TOTALLY TODDLER
Registration Number:	2299804	TOTALLY TODDLER
Registration Number:	4279764	TRIPLE OXY
Registration Number:	5219275	ALL DAY
Registration Number:	5302520	BUFFALO RANGE
Registration Number:	5028617	DOOKIE DOCK
Registration Number:	3963360	ECO-CARE
Registration Number:	4560037	ECO-CARE
Registration Number:	5118268	FUR-FRIENDLY FASTENERS
Registration Number:	4571393	GO HERE
Registration Number:	5168826	GREEN PUPS
Registration Number:	5639812	MONSTERPADS
Registration Number:	4038423	OXY CHARGED
Registration Number:	4308851	OXY CHARGED
Registration Number:	3962668	PAW SAFE
Registration Number:	4156554	PEE POST
Registration Number:	2436167	SIMPLE SOLUTION
Registration Number:	2512379	SIMPLE SOLUTION
Registration Number:	4285834	SIMPLE SOLUTION
Registration Number:	3943925	STOP OVER·POOP·ULATION
Registration Number:	3943922	STOP OVER·POOP·ULATION
Registration Number:	4212761	TAIL-WAGGING COMFORT!
Registration Number:	5318688	WELCOME TO BUFFALO RANGE
Serial Number:	88348282	OUT! PET CARE
Serial Number:	88348081	MOISTURE LOCK
Serial Number:	87922447	GOFRESH
Serial Number:	87626590	HERO PET BRANDS
Serial Number:	88277217	COMFORT-DRI
Serial Number:	88257465	HERO PET BRANDS
Serial Number:	88257479	HERO PET BRANDS
Serial Number:	88348362	INSTASHIELD

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006658 FRAME: 0625**

Fax Number:

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: 4045723401
Email: ssheesley@kslaw.com
Correspondent Name: Steven Sheesley
Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	22582.009025
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	05/31/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2019 (this “Trademark Security Agreement”), made by Hero Pet Brands, LLC, a Texas limited liability company (the “Grantor”), in favor of Varagon Capital Partners Agent, LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of December 8, 2017 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Manna Pro Products, LLC, MP Intermediate Holdco LLC, each Lender (as defined in the Credit Agreement) from time to time party thereto, Varagon Capital Partners Agent, LLC, as Administrative Agent and the other parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 8, 2017 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. The Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets).

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest mentioned in Section 2 above with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement
[Signature Page to Trademark Security Agreement]

shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.

Section 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.


[Signature pages follow]

[Signature Page to Trademark Security Agreement]

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.

HERO PET BRANDS LLC

By: Manna Pro Products, LLC, its Sole Member


By: 
Name: Anthony Metzner
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006658 FRAME: 0629

Accepted and Agreed

**VARAGON CAPITAL PARTNERS
AGENT, LLC,**
as Collateral Agent

By: 
Name: Kevin Marchetti
Title: Partner






[Signature Page to Trademark Security Agreement]


**TRADEMARK
REEL: 006658 FRAME: 0630**

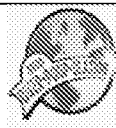

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

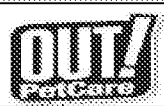

U.S. Trademarks Registrations

TITLE	REG. NO.	REG. DATE	MARK
<u>HERO PET BRANDS</u>	5607761	Nov 13, 2018	
<u>HERO PET BRANDS & Design</u>	5641560	Jan 1, 2019	
<u>MOISTURE LOCK</u>	3967094	May 24, 2011	
<u>MOISTURE LOCK & Design</u>	3967101	May 24, 2011	
<u>NATURAL CARE+ & Design</u>	5074944	Nov 1, 2016	
<u>NATURAL CARE (Stylized)</u>	3555678	Jan 6, 2009	
<u>NATURAL CARE +</u>	5661567	Jan 22, 2019	
<u>OUT!</u>	1475558	Feb 9, 1988	
<u>OUT!</u>	4098048	Feb 14, 2012	
<u>OUT!</u>	4120451	Apr 3, 2012	
<u>OUT!</u>	4228554	Oct 23, 2012	
<u>OUT!</u>	4098049	Feb 14, 2012	
<u>OUT!</u>	4098050	Feb 14, 2012	
<u>OUT!</u>	4098051	Feb 14, 2012	
<u>OUT!</u>	4270755	Jan 8, 2013	
<u>OUT!</u>	4257542	Dec 11, 2012	
<u>OUT! & Design</u>	5177489	Apr 4, 2017	

<u>OXY-FAST</u>	4038426	Oct 11, 2011	
<u>OXY-FAST</u>	4279974	Jan 22, 2013	
<u>PRO-GRIP</u>	5303314	Oct 3, 2017	
<u>PULL-N-GO</u>	4264070	Dec 25, 2012	
<u>SIMPLY OUT!</u>	4673364	Jan 20, 2015	
<u>TOTALLY TODDLER</u>	2299802	Dec 14, 1999	
<u>TOTALLY TODDLER</u>	2299803	Dec 14, 1999	
<u>TOTALLY TODDLER</u>	2299804	Dec 14, 1999	
<u>TRIPLE OXY</u>	4279764	Jan 22, 2013	
<u>ALL DAY & Design</u>	5219275	Jun 6, 2017	
<u>BUFFALO RANGE</u> (Stylized)	5302520	Oct 3, 2017	
<u>DOOKIE DOCK</u>	5028617	Aug 23, 2016	
<u>ECO-CARE</u>	3963360	May 17, 2011	
<u>ECO-CARE</u>	4560037	Jul 1, 2014	
FUR-FRIENDLY FASTENERS	5118268	Jan 10, 2017	
GO HERE	4571393	Jul 22, 2014	
GREEN PUPS	5168826	Mar 21, 2017	
MONSTERPADS	5639812	Dec 25, 2018	
OXY CHARGED	4038423	Oct 11, 2011	
OXY CHARGED	4308851	Mar 26, 2013	
PAW SAFE	3962668	May 17, 2011	
PEE POST	4156554	Jun 12, 2012	

SIMPLE SOLUTION	2436167	Mar 20, 2001	
SIMPLE SOLUTION	2512379	Nov 27, 2001	
SIMPLE SOLUTION	4285834	Feb 5, 2013	
STOP OVER-POOP-ULATION & Design	3943925	Apr 12, 2011	
STOP OVER-POOP-ULATION (Stylized)	3943922	Apr 12, 2011	
TAIL-WAGGING COMFORT!	4212761	Sep 25, 2012	
WELCOME TO BUFFALO RANGE	5318688	Oct 24, 2017	

U.S. Trademark Applications

TITLE	STATUS	APP. NO.	FILING DATE	MARK
<u>OUT!</u> PETCARE & Design	Pending	88348282	Mar 20, 2019	
<u>MOISTURE LOCK</u>	Pending	88348081	Mar 20, 2019	
<u>GOFRESH</u>	Pending	87922447	May 15, 2018	
<u>HERO PET BRANDS</u>	Pending	87626590	Sep 28, 2017	
<u>COMFORT-DRI</u>	Published	88277217	Jan 25, 2019	
<u>BREEZA</u>	Pending			
<u>HERO PET BRANDS</u>	Published	88257465	Jan 10, 2019	
<u>HERO PET BRANDS</u> & Design	Published	88257479	Jan 10, 2019	
<u>INSTASHIELD</u>	Pending	88348362	Mar 20, 2019	