

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Muenster Milling Company, LLC		08/10/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation, as Administrative Agent		
Street Address:	5400 LJB Freeway, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5057754	MILESTONE	
Registration Number:	5219867	HUNTED AND GATHERED	
Registration Number:	6065259	TREATS 4 CAUSES	
Registration Number:	1745980	PERFECT BALANCE	
Registration Number:	1441383	THE FEED PEOPLE	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	333 S. HOPE ST., 43RD FLOOR		
Address Line 2:	ATTN: J. CRAVITZ		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	70MC-338024		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	08/11/2021		

CH \$140.00 5057754

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement") dated as of August 10, 2021, is made by **MUENSTER MILLING COMPANY, LLC**, a Texas limited liability company (individually, each a "Grantor" and collectively, jointly and severally, the "Grantors"), in favor of **CAPITAL SOUTHWEST CORPORATION**, as administrative agent (together with its successors and assigns, in such capacity, the "Administrative Agent") for itself and the other Secured Parties.

RECITALS

WHEREAS, Grantors have entered into that certain Credit Agreement with the Administrative Agent, certain financial institutions from time to time party thereto (collectively, the "Lenders"), and (the Administrative Agent and Lenders, collectively, the "Secured Parties"), dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, or if not therein, in the UCC. The following terms have the meanings set forth below:

"Copyrights" means (i) all copyrights in all Works, now existing or hereafter created or acquired, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof.

"Patents" means (i) all letters patent of the United States or any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in

any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar law of the United States, any state thereof, any other country or, in each case, any political subdivision thereof, or otherwise.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Administrative Agent, for itself and the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Each Grantor

does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this IP Security Agreement and the Credit Agreement, the Credit Agreement shall control.

SECTION 6. **Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.** THE TERMS OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE AND WAIVER OF JURY TRIAL (AND WHERE APPLICABLE, JUDICIAL REFERENCE) ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

MUENSTER MILLING COMPANY, LLC,
a Texas limited liability company

By: _____

Name: Jeff Meredock

Title: Vice President



(Signature Page to Intellectual Property Security Agreement)

TRADEMARK
REEL: 007428 FRAME: 0133

SCHEDULE A
TO
IP SECURITY AGREEMENT

PATENTS

None.

(Schedule A to Intellectual Property Security Agreement)

SMRH:4816-0379-8260

TRADEMARK
REEL: 007428 FRAME: 0134

SCHEDULE B
TO
IP SECURITY AGREEMENT

TRADEMARKS

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Mark/AN/RN</u>	<u>Status/Key Dates</u>
Muenster Milling Company, LLC	US Federal	MILESTONE RN: 5057754 SN: 86830449	Registered, October 11, 2016 Int'l Class: 31 First Use: November 1, 2015 Filed: November 24, 2015 Registered: October 11, 2016
Muenster Milling Company, LLC	US Federal	HUNTED AND GATHERED RN: 5219867 SN: 87097543	Registered, June 6, 2017 Int'l Class: 31 First Use: March 1, 2017 Filed: July 8, 2016 Registered: June 6, 2017
Muenster Milling Company, LLC	US Federal	TREATS 4 CAUSES RN: 6065259 SN: 88302165	Registered, May 26, 2020 Int'l Class: 31 First Use: May 20, 2019 Filed: February 14, 2019 Registered: May 26, 2020
Muenster Milling Company, LLC	US Federal	PERFECT BALANCE RN: 1745980 SN: 74218089	Renewed, January 7, 2013 Office Status: Registered and Renewed Int'l Class: 31 First Use: August 16, 1991 Filed: November 1, 1991 Registered: January 12, 1993 Last Renewal: January 12, 2013
Muenster Milling Company, LLC	US Federal	THE FEED PEOPLE RN: 1441383 SN: 73625851	Renewed, September 27, 2016 Office Status: Registered and Renewed Int'l Class: 31 First Use: January, 1971 Filed: October 14, 1986 Registered: June 2, 1987 Last Renewal: June 2, 2017
Muenster Milling Company, Inc.	US State - Oklahoma	CATTLE-LAC RN: OK 20958	OKLAHOMA - Registered Last Status Received: Registered, October 14, 1996 Registered: October 14, 1986
Muenster Milling Company, Inc.	US State - Texas	CATTLE-LAC RN: TX 46993	TEXAS - Registered Last Status Received: Registered,

(Schedule B to Intellectual Property Security Agreement)

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Mark/AN/RN</u>	<u>Status/Key Dates</u>
			December 15, 2016 Registered: December 15, 1986

(Schedule B to Intellectual Property Security Agreement)

SMRH:4816-0379-8260

TRADEMARK
REEL: 007428 FRAME: 0136

SCHEDULE C
TO
IP SECURITY AGREEMENT

COPYRIGHTS

None.

(Schedule C to Intellectual Property Security Agreement)

SMRH:4816-0379-8260

RECORDED: 08/11/2021

**TRADEMARK
REEL: 007428 FRAME: 0137**