

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380157

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|---|-----------------------------|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BestCo, Inc. | | 08/27/2014 | Corporation: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | Fifth Third Bank | | |
| Street Address: | 201 North Tryon Street | | |
| Internal Address: | Suite 1700 | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28202 | | |
| Entity Type: | Corporation: OHIO | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2750886 | BESTSWEET | |
| Registration Number: | 2754090 | BESTHEALTH | |
| Registration Number: | 4408614 | CHEWY NOT CHALKY | |
| Registration Number: | 4782635 | DREAMCHEWS | |
| Registration Number: | 4423361 | FLAVOR CHEWS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048817777 | | |
| <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: | 404-881-7000 | | |
| Email: | betsy.perkins@alston.com | | |
| Correspondent Name: | Laura Kees | | |
| Address Line 1: | 1201 W. Peachtree Street | | |
| Address Line 2: | c/o Alston & Bird LLP | | |
| Address Line 4: | Atlanta, GEORGIA 30309-3424 | | |
| ATTORNEY DOCKET NUMBER: | 044678/450529 | | |
| NAME OF SUBMITTER: | Laura Kees | | |
| SIGNATURE: | /Laura Kees/ | | |

OP \$140.00 2750886

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|---------------------|------------|
| DATE SIGNED: | 04/11/2016 |
|---------------------|------------|

Total Attachments: 5

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GRANT OF SECURITY INTEREST
(PATENTS AND TRADEMARKS)

August 27, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BestCo Inc., a North Carolina corporation (the "Grantor"), with principal offices at 288 Mazeppa Road, Mooresville, NC 28115, hereby assigns and grants to FIFTH THIRD BANK, as Administrative Agent (the "Grantee") with principal offices at 201 North Tryon Street, Suite 1700, Charlotte, North Carolina 28202, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in Amended and Restated the Guaranty and Security Agreement by and among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of August 27, 2014 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guaranty and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

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Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

| Trademark | Application/ Registration Number | Date of Application/ Registration | Class | Owner |
|-----------------------|---|--|--------------|----------------|
| BESTSWEET | 2,750,886 | 08/12/2003 | 30 | BestCo Inc. |
| BESTHEALTH | 2,754,090 | 08/19/2013 | 5 | BestCo Inc. |
| CHEWY NOT CHALKY | 4,408,614 | 09/24/2013 | 5 | BestCo Inc. |
| DREAMCHEWS | 86/102,918 (ITU) | 05/13/2014 | 5 | BestCo Inc. |
| FLAVOR CHEWS | 4,423,361 | 10/22/2013 | 5 | BestCo Inc. |
| SLEEPCHEWS | 85/943,860 (ITU) | 05/28/2013 | 5 | BestCo Inc. |
| RAPID GEL & Design | 86/341,579 (ITU) | 07/18/2014 | 5 | BestCo Inc. |
| BEE M.D. | 3,640,659 | 06/16/2009 | 5 | BestSweet Inc. |
| VERGE | 3,606,446 | 04/14/2009 | 30 | BestSweet Inc. |

TRADEMARK LICENSES

None

Schedule B

REGISTERED PATENTS

None

PATENT APPLICATIONS

None

Patent Application

Application Number

Application Date

PATENT LICENSES

None