

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLACKWOOD PET FOOD, LLC		10/06/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	C/O CORTLAND CAPITAL MARKET SERVICES LLC, 225 W. WASHINGTON STREET		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2926514	BY NATURE	
Registration Number:	3319316	BY NATURE	
Registration Number:	4175617	BLACKWOOD	
Registration Number:	4148106	SLOW COOKED PET NUTRITION	
Registration Number:	4185696	BLACKWOOD SLOW COOKED PET NUTRITION	
Registration Number:	4509427	ADIRONDACK	
Registration Number:	4551323	MAKIN' TRAX	
Registration Number:	4875002	ACTIVE DEFENSE	
Registration Number:	4728897	ACTIVE DEFENSE +	
Registration Number:	4718143	SUPERFUSION	
Registration Number:	5628780	BY NATURE	
Serial Number:	87804907	360° OPTIMAL NUTRITION	
Serial Number:	88869365	BOUNTY	
Serial Number:	90037359	BLACKWOOD BOUNTY	
CORRESPONDENCE DATA			

CH \$365.00 2926514

Fax Number: 3129021061

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: 312-577-8208

Email: alana.hernandez@katten.com

Correspondent Name: ALANA HERNANDEZ C/O KATTEN

Address Line 1: 525 W. MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	ALANA HERNANDEZ
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SIGNATURE:	/ALANA HERNANDEZ/
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DATE SIGNED:	10/06/2020
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of October 6, 2020, by and between BLACKWOOD PET FOOD, LLC, an Ohio limited liability company ("Grantor") and VARAGON CAPITAL PARTNERS AGENT, LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor and Grantee have entered into a Pledge and Security Agreement, dated October 6, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Grantor and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:

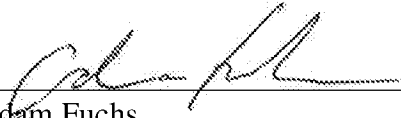
1. Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of Grantor's right, title and interest in and to the Trademarks solely for the purpose of securing Grantor's payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.
3. Upon the Payment in Full of the Obligations, Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor releasing the security interest in the Trademarks granted under this Trademark Security Agreement.
4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

BLACKWOOD PET FOOD, LLC, as Grantor

By: 
Name: Adam Fuchs
Title: Vice President and Secretary

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

BLACKWOOD PET FOOD, LLC, as Grantor

By: _____
Name: _____
Title: _____

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By:  _____
Name: Terry Robinson
Title: Managing Director

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Owner of Record
BY NATURE	US	76170971 11/27/2000	2926514 02/15/2005	BLACKWOOD PET FOOD, LLC
BY NATURE	US	78128344 05/13/2002	3319316 10/23/2007	BLACKWOOD PET FOOD, LLC
Blackwood BLACKWOOD	US	85485056 12/01/2011	4175617 07/17/2012	BLACKWOOD PET FOOD, LLC
<small>Slow Cooked Pet Nutrition</small> SLOW COOKED PET NUTRITION	US	85485134 12/01/2011	4148106 05/22/2012	BLACKWOOD PET FOOD, LLC
 BLACKWOOD SLOW COOKED PET NUTRITION	US	85487076 12/05/2011	4185696 08/07/2012	BLACKWOOD PET FOOD, LLC
Adirondack ADIRONDACK	US	85909131 04/19/2013	4509427 04/08/2014	BLACKWOOD PET FOOD, LLC
MAKIN' TRAX MAKIN' TRAX	US	86106507 10/31/2013	4551323 06/17/2014	BLACKWOOD PET FOOD, LLC
ACTIVE DEFENSE ACTIVE DEFENSE	US	86199971 02/21/2014	4875002 12/22/2015	BLACKWOOD PET FOOD, LLC
<small>ACTIVE DEFENSE +</small> ACTIVE DEFENSE +	US	86200052 02/21/2014	4728897 04/28/2015	BLACKWOOD PET FOOD, LLC
SUPERFUSION SUPERFUSION	US	86303483 06/08/2014	4718143 04/07/2015	BLACKWOOD PET FOOD, LLC

Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Owner of Record
 BY NATURE	US	87485104 06/12/2017	5628780 12/11/2018	BLACKWOOD PET FOOD, LLC
<small>360° OPTIMAL NUTRITION</small> 360° OPTIMAL NUTRITION	US	87804907 02/21/2018		BLACKWOOD PET FOOD, LLC
BOUNTY BOUNTY	US	88869365 04/13/2020		BLACKWOOD PET FOOD, LLC
<small>BLACKWOOD BOUNTY</small> BLACKWOOD BOUNTY	US	90037359 07/06/2020		BLACKWOOD PET FOOD, LLC