

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FARM CREDIT EAST ACA		05/29/2018	Instrumentality of the United States: CONNECTICUT
RECEIVING PARTY DATA			
Name:	MARSHALL FARMS GROUP LTD		
Street Address:	5800 Lake Bluff Road		
City:	North Rose		
State/Country:	NEW YORK		
Postal Code:	14516		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97044664	M MARSHALL	
Serial Number:	97063496	MARSHALL	
Serial Number:	90733905	MARSHALL CAT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3154237100		
Email:	kpurdy@harrisbeach.com		
Correspondent Name:	Harris Beach, PLLC		
Address Line 1:	333 West Washington Street, Suite 200		
Address Line 4:	Syracuse, NEW YORK 13202		
NAME OF SUBMITTER:	Laura W. Smalley		
SIGNATURE:	/Laura W. Smalley/		
DATE SIGNED:	12/30/2021		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 29, 2018 (this "Agreement"), is made in favor of FARM CREDIT EAST, ACA ("Lender"), a corporation organized and existing under the laws of the United States under Farm Credit Act of 1971, as amended, with an address of 1450 Route 14, Phelps, New York 14532, by MARSHALL FARMS GROUP, LTD., a corporation organized and existing under the laws of the State of New York, with an address of 5800 Lake Bluff Road, North Rose, New York 14516, and MARSHALL PET PRODUCTS, INC., a corporation organized and existing under the laws of the State of New York, with an address of 5740 Limekiln Road, Wolcott, New York 14590 (together with any Person that hereafter joins in this Agreement as provided herein, jointly and severally, "Grantors" and, individually, each, a "Grantor").

Grantors and Lender hereby agree as follows:

1. Definitions and Interpretations. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Loan Agreement described below, and to the extent not inconsistent therewith, the same meanings as given to them in the Uniform Commercial Code of the State of New York (the "UCC") as amended from time to time. The interpretations applicable to the Loan Agreement are incorporated into and applicable to this Agreement. The following terms shall have the following meanings when used in this Agreement:

"Licenses" means, collectively, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Trademark Collateral or any other trademark or trade secret, whether such Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Trademarks or any other trademark or trade secret.

"Loan Agreement" means the Loan and Guaranty Agreement between the Lender and the Grantors party hereto, dated as of even date herewith, as the same may be modified, extended, supplemented or replaced from time to time.

"PTO" means the United States Patent and Trademark Office.

"Trademark Collateral" has the meaning given in Section 2 of this Agreement.

"Trademarks" has the meaning given in Section 2(a) of this Agreement.

2. Security Interest. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, that are owned by or assigned to such Grantor, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, together with, in each case, the goodwill symbolized thereby, including the trademark registrations and applications set forth in Schedule A hereto (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) reissues, continuations, extensions and renewals thereof and amendments thereto;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing including damages, claims and payments for past, present or future infringements thereof;

(d) all Licenses;

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(f) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing or corresponding thereto provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any general intangibles or rights under trademark licenses in which any Grantor has an interest to the limited extent that any terms of such general intangible, license or law, statute or regulation pertaining to such general intangible restricts, prohibits or requires a consent (that has not been obtained) of a Person (other than any Grantor) to the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law; provided however, that Trademark Collateral shall include (i) proceeds of any item of general intangibles and (ii) any general intangible or license that at any time ceases to satisfy the criteria set forth above to be excluded from Trademark Collateral (whether as a result of the applicable Grantor obtaining any necessary consent, any change in law, statute or regulation or otherwise), and provided further that Grantor shall take all commercially reasonable action to obtain consents or otherwise make such general intangibles and licenses eligible as part of the Trademark Collateral.

3. Continuing Security Interest. Each Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in writing by the Lender. Lender agrees to provide such agreement to Grantor upon Payment in Full. This Agreement has been entered into in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantors represent and warrant to Lender that a true and correct list of all of the existing Collateral consisting of Trademarks and trademark applications or registrations owned by any Grantor, in whole or in part, is set forth in Schedule A.

5. Lender License. For the purpose of enabling the Lender, during the continuance of an Event of Default, to exercise rights and remedies under the Loan Agreement, and for no other purpose, Grantor hereby grants to the Lender, to the extent of such Grantor's rights and effective only during the continuance of an Event of Default, an irrevocable, non-exclusive license, subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of such Trademarks, to use and sublicense any of the Trademark Collateral then owned by or licensed to such Grantor. Such license shall include access to all devices, products and media in which any of the Intellectual Property Collateral is embodied, embedded, recorded or stored and to all computer programs used for the compilation or printout hereof.

6. Dealing with Trademark Collateral. On a continuing basis, each Grantor shall, at its sole cost and expense:

(a) promptly following its becoming aware thereof, notify the Lender of any materially adverse determination in any proceeding or the institution of any proceeding in any federal, state or local court or administrative body or in the PTO regarding such Grantor's claim of ownership in or right to use any of the material Trademark Collateral material to the use and operation of the Loan Parties' properties and businesses, such Grantor's right to register such Trademark Collateral or its right to keep and maintain such registration in full force and effect;

(b) maintain and protect the material Trademark Collateral material to the use and operation of the Loan Parties' properties and businesses as presently used and operated and as contemplated by the Loan Agreement;

(c) not permit to lapse or become abandoned any material Trademark Collateral material to the use and operation of the Loan Parties' properties and businesses as presently used and operated and as contemplated by the Loan Agreement, and not settle or compromise any pending or future litigation or administrative proceeding with respect to such Trademark Collateral, in each case except as shall be consistent with commercially reasonable business judgment;

(d) upon such Grantor obtaining knowledge thereof, promptly notify the Lender in writing of any event which may be reasonably expected to materially and adversely

affect the value or utility of any of the material Trademark Collateral or any portion thereof that is material to the use and operation of Loan Parties' properties and businesses as presently used and operated and as contemplated by the Loan Agreement, the ability of such Grantor or the Lender to dispose of the Trademark Collateral or any portion thereof, or the rights and remedies of the Lender in relation thereto including a levy or threat of levy or any legal process against the Trademark Collateral or any portion thereof;

(e) not license the Trademark Collateral other than licenses entered into by such Grantor in, or incidental to, the ordinary course of business, or amend or permit the amendment of any of the licenses in a manner that in any manner that would materially impair the value of the Trademark Collateral or the Lien on the Trademark Collateral created therein hereby, without the consent of the Lender;

(f) diligently keep adequate records respecting its material Trademark Collateral material to the use and operation of Loan Parties' properties and businesses as presently used and operated and as contemplated by the Loan Agreement; and

(g) furnish to the Lender from time to time upon the Lender's reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the Trademark Collateral and such other materials evidencing or reports pertaining to the Trademark Collateral as the Lender may from time to time reasonably request.

7. Litigation. Unless there shall occur and be continuing any Event of Default, the applicable Grantor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of such Grantor, such applications for protection of the Trademark Collateral and suits, proceedings or other actions to prevent the infringement, misappropriation, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Trademark Collateral. Upon the occurrence and during the continuance of any Event of Default, the Lender shall have the right but shall in no way be obligated to file applications for protection of the Trademark Collateral and/or bring suit in the name of any Grantor or the Lender to enforce the Trademark Collateral and any license thereunder. In the event of such suit, such Grantor shall, at the reasonable request of the Lender, do any and all lawful acts and execute any and all documents reasonably requested by the Lender in aid of such enforcement and such Grantor shall promptly reimburse and indemnify the Lender for all reasonable costs and expenses incurred by the Lender in the exercise of its rights under this Section 7. In the event that the Lender shall elect not to bring suit to enforce the Trademark Collateral as permitted by this Section 7 and an Event of Default has occurred and is continuing, each Grantor agrees, at the reasonable request of the Lender, to take all commercially reasonable actions necessary, whether by suit, proceeding or other action, to prevent the infringement, misappropriation, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Trademark Collateral by others and for that purpose agrees to diligently maintain any suit, proceeding or other action against any Person so infringing necessary to prevent such infringement.

8. Further Acts. On a continuing basis, each Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by Lender

to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Grantor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, at the expense of such Grantor. In addition, each Grantor authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If any Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, such Grantor shall immediately notify Lender in a writing signed by the Grantor of the brief details thereof and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Lender.

9. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, service marks, or other registered marks or become entitled to the benefit of any application for any of the same or continuation of any of them, the provisions of this Agreement shall automatically apply thereto. Each Grantor shall give notice in writing to Lender with respect to any such new trademark rights promptly, and at any time upon Lender's request. Without limiting any Grantor's obligations under this Section 9, each Grantor authorizes Lender unilaterally to modify this Agreement without the signature of such Grantor by amending Schedule A to include any new trademark rights acquired by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

10. Laws. The validity, construction, and performance of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

11. Entire Agreement; Amendment. This Agreement, the Loan Agreement and the Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 9 hereof. If any provision hereof expressly conflicts with any specific provision of the Loan Agreement or Security Agreement, the terms most favorable to Lender shall be controlling.

12. Counterparts. This 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 but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party

hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

13. Default. The occurrence of any Event of Default under the Loan Agreement shall be an "Event of Default" under this Agreement.

14. Continuing Agreement, Termination. This is a continuing Agreement, and no notice of the creation or existence of the Obligations, renewal, extension or modification thereof need be given to any Grantor. This Agreement will terminate only at such time as Payment in Full has occurred.

15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

16. No Waiver. Grantor agrees that no representation, promise, or agreement made by the Lender or by any officer or employee of the Lender, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of the Lender hereunder unless agreed by the Lender in writing. None of the rights and remedies of Lender hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Lender. No delay or omission on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed by the Lender in writing.

17. Parties in Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

18. Severability. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.


19. Miscellaneous. Each Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Obligations and with respect to the Collateral.

[Signature pages follow]

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

MARSHALL FARMS GROUP, LTD.

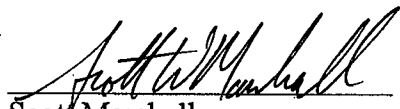
By:



Scott Marshall
Chief Executive Officer

MARSHALL PET PRODUCTS, INC.

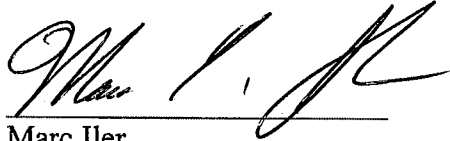
By:



Scott Marshall
Chief Executive Officer

Accepted:

FARM CREDIT EAST, ACA

By: 

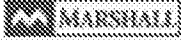
Marc Iler
Senior Loan Officer

SCHEDULE A
To the Trademark Security Agreement

Grantors: Marshall Farms Group, Ltd.

Lender: Farm Credit East, ACA

Trademark Applications (US)

<u>Mark</u>	<u>Owner</u>	<u>Application Number</u>
	Marshall Farms Group, Ltd.	97,044,664
MARSHALL	Marshall Farms Group, Ltd.	97,063,496
MARSHALL CAT	Marshall Farms Group, Ltd.	90/733,905