

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6322679

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
DOSKOCIL MANUFACTURING COMPANY, INC.		09/28/2020
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT	
Street Address:	500 W. MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Patent Number:	D884296	
Patent Number:	D884294	
Patent Number:	D877992	
Patent Number:	D869786	
Patent Number:	D858907	
Patent Number:	D819899	
Patent Number:	D819279	
Patent Number:	9585368	
Patent Number:	D665135	
Patent Number:	D553809	
Application Number:	29666843	
Application Number:	29676249	
Application Number:	29695833	
CORRESPONDENCE DATA		
Fax Number:	(312)993-9767	
<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:	3129932622	
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Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	330 N. WABASH AVENUE	

PATENT

Address Line 2:	SUITE 2800
Address Line 4:	CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0202
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NAME OF SUBMITTER:	GAYLE D. GROCKE
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SIGNATURE:	/gdg/
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DATE SIGNED:	09/28/2020
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Total Attachments: 4

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PATENT SECURITY AGREEMENT, dated as of September 28, 2020 (this “Agreement”), among Dorskocil Manufacturing Company, Inc. (the “Grantor”) and Antares Capital LP, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of May 22, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Fetch Holdco LLC, a Delaware limited liability company (“Holdings”), Fetch Acquisition LLC, a Delaware limited liability company (the “Borrower”), Antares Capital LP as Administrative Agent (in such capacity, the “Administrative Agent”) and the Lenders party thereto, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Patents listed on Schedule I attached hereto (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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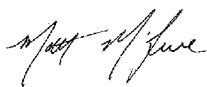
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**DOSKOCIL MANUFACTURING
COMPANY, INC., as Grantor**

By: 
Name: Alice Tillett
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

ANTARES CAPITAL LP, as Administrative Agent

By: 

Name: Matt McLure

Title: Duly Authorized Signatory

PATENT COLLATERAL

(i) Patents

1. Dog Chew Toy, Patent No. D884,296, issued May 12, 2020
2. Dog Chew Toy, Patent No. D884,294, issued May 12, 2020
3. Dog Chew Toy, Patent No. D877,992, issued March 10, 2020
4. Dog Chew Toy, Patent No. D869,786, issued December 10, 2019
5. Dog Chew Toy, Patent No. D858,907, issued September 3, 2019
6. Dog Chew Toy, Patent No. D819,899, issued June 5, 2018
7. Dog Chew Toy, Patent No. D819,279, issued May 29, 2018
8. Chew Toy, Patent No. 9,585,368, issued March 7, 2017
9. Pet Toy, Patent No. D665,135, issued August 7, 2012
10. Pet Toy, Patent No. D553,809, issued October 23, 2007

(ii) Patent Applications

1. Toy For Pets, Serial No. 29666843
2. Dog Chew Toy, Serial No. 29676249
3. Dog Chew Toy, Serial No. 29695833