

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7313627

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
REDBARN PET PRODUCTS, LLC		05/04/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ANTARES CAPITAL LP, AS AGENT	
<b>Street Address:</b>	500 WEST MONROE STREET	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60661	
<b>PROPERTY NUMBERS Total: 14</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	D941552	
Patent Number:	D933933	
Patent Number:	D930283	
Patent Number:	D822334	
Patent Number:	9788530	
Patent Number:	9380802	
Patent Number:	D752317	
Patent Number:	D745241	
Patent Number:	9089108	
Patent Number:	8479687	
Patent Number:	7485330	
Patent Number:	D948840	
Patent Number:	D487327	
Patent Number:	6238715	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	3129932652	
<b>Email:</b>	heather.poitras@lw.com	

<b>Correspondent Name:</b>	HEATHER POITRAS
<b>Address Line 1:</b>	C/O LATHAM & WATKINS 330 N WABASH AVENUE
<b>Address Line 2:</b>	SUITE 2800
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	057121-0662 HP
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<b>NAME OF SUBMITTER:</b>	HEATHER POITRAS
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<b>SIGNATURE:</b>	/hp/
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<b>DATE SIGNED:</b>	05/04/2022
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**Total Attachments: 5**

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 4, 2022 is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 4, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among RB Holdings Topco, LLC, a Delaware limited liability company (“Holdings”), RB Holdings Interco, LLC, a Delaware limited liability company (the “Borrower”), the other Persons party thereto that are designated as Credit Parties, Agent, Antares Holdings LP, as a Lender (including as Swing Lender), and the other Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1.      Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2.      Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

(a) all of its Patents, including, without limitation, those United States Patents referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York .

Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Patent Collateral, all or such applicable portion of the Patent Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

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

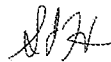
REDBARN PET PRODUCTS, LLC,  
POLYSHOT LLC,  
as Grantor

By:   
Name: Eric O'Brien  
Title: President

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By:   
Name: Steve Heise  
Title: Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 059815 FRAME: 0289**

SCHEDULE I  
TO PATENT SECURITY AGREEMENT

Patents

Title	App. No. App. Date	Patent No. Issue Date	Owner
Fire hydrant pet treat	D/777,608 4/7/2021	D941,552 1/25/2022	Redbarn Pet Products, LLC
Shoe treat	D/734,555 5/13/2020	D933,933 10/26/2021	Redbarn Pet Products, LLC
Fire hydrant pet treat	D/698,268 7/16/2019	D930,283 9/7/2021	Redbarn Pet Products, LLC
Pet chew	D/549,558 12/22/2015	D822,334 7/10/2018	Redbarn Pet Products, LLC
Palatable, long-lasting pet chew product	15/288,218 10/7/2016	9,788,530 10/17/2017	Redbarn Pet Products, LLC
Coated pet chew product	14/244,663 4/3/2014	9,380,802 7/5/2016	Redbarn Pet Products, LLC
Pet chew	D/478,000 12/30/2013	D752,317 3/29/2016	Redbarn Pet Products, LLC
Dental bone product	D/503,291 9/24/2014	D745,241 12/15/2015	Redbarn Pet Products, LLC
Adhesion system for rawhide and meat chew for dogs	12/215,082 6/25/2008	9,089,108 7/28/2015	Redbarn Pet Products, LLC
Braided pet chew	11/706,887 2/14/2007	8,479,687 7/9/2013	Redbarn Pet Products, LLC
Foodstuff containing a moist meaty filling	10/772,866 2/6/2004	7,485,330 2/3/2009	Redbarn Pet Products, LLC
Toothbrush shaped pet treat	D/712,128 11/5/2019	D946,861 3/29/2022	Polysht LLC
Oval-shaped dental chip	35/001,631 1/23/2019	D942,015 1/25/2022	Polysht LLC
Pet treat	D/734,149 5/8/2020	D910,969 2/23/2021	Polysht LLC
Toothbrush shaped pet treat	D/703,225 8/26/2019	D903,227 12/1/2020	Polysht LLC
Horned toad shaped pet treat	35/001,420 8/23/2017	D883,606 5/12/2020	Polysht LLC
Single nozzle valve gate	14/509,148 10/8/2014	9,302,416 4/5/2016	Polysht LLC
Hot sprue bushing	10/461,064 6/12/2003	6,960,072 11/1/2005	Polysht LLC
SIDE GATE NOZZLE ASSEMBLY WITH A WASHER MADE OF A SHAPE MEMORY ALLOY	15/220540 7/27/2016	10,131,079 11/20/2018	Polysht LLC
MULTISTAGE EJECTION OF AN INJECTION MOLDED MATERIAL	14/538842 11/12/2014	9,415,535 8/16/2016	Polysht LLC
Dual material pet treat	35/001,658 3/18/2019	D948,840 4/19/2022	Redbarn Pet Products, LLC
FILLED DOG BISCUIT	29171603 11/26/2001	D487327 3/9/2004	Redbarn Pet Products, LLC
CHEW TOY FOR DOGS AND METHOD OF MAKING THE SAME	09412120 10/5/1999	6238715 5/29/2001	Redbarn Pet Products, LLC