

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI891519

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	Stella & Chewy's LLC	03/17/2025
RECEIVING PARTY DATA		
Company Name:	Crystal Financial LLC d/b/a SLR Credit Solutions, as Administrative Agent	
Street Address:	Two International Place	
Internal Address:	17th Floor	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8383177
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:	3128637141	
Email:	kristen.lange@goldbergkohn.com	
Correspondent Name:	Kristen N. Lange, Paralegal	
Address Line 1:	c/o Goldberg Kohn Ltd.	
Address Line 2:	55 E. Monroe Street, Suite 3300	
Address Line 4:	Chicago, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	08574.0002	
NAME OF SUBMITTER:	Kristen Lange	
SIGNATURE:	/Kristen Lange/	
DATE SIGNED:	03/17/2025	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 13		
source=03. Intellectual Property Security Agreement (Stella)#page1.tiff		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"), dated as of March 17, 2025, is made by STELLA & CHEWY'S LLC, a Delaware limited liability company (the "*Grantor*") in favor of CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS, a Delaware limited liability company, as administrative agent (in such capacity, the "*Administrative Agent*").

WHEREAS, Grantor has entered into the Credit and Security Agreement, dated as of March 17, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit and Security Agreement*"), by and among the Administrative Agent, the Lenders party thereto from time to time, and the Guarantors party thereto from time to time. All defined terms used in this IP Security Agreement, except terms otherwise defined herein, shall have the same meaning as provided in the Credit and Security Agreement.

WHEREAS, under the terms of the Credit and Security Agreement, the Grantor has granted to the Administrative Agent, a security interest in, among other property, certain intellectual property of the Grantor, and, as a condition precedent to the making of loans by the Lenders under the Credit and Security Agreement, Grantor has agreed to execute and deliver this IP Security Agreement, for recording with the United States Patent and Trademark Office, the United States Copyright Office and the Canadian Intellectual Property Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Administrative Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time, except to the extent constituting an Excluded Asset (the "*IP Collateral*");

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "*Patents*");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*");

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(e) all Proceeds and products of any and all of the foregoing IP Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, the Canadian Intellectual Property Office and any other government offices or officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit and Security Agreement, which is hereby incorporated herein by reference. The provisions of the Credit and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Credit and Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted under the Credit and Security Agreement, except that no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted under the Credit Agreement and, to the extent expressly contemplated hereby, the Related Parties of each of the Secured Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

6. Governing Law. This agreement shall be governed by, and construed in accordance with, the law of the state of New York.

7. Notices. All written notices and other communications required hereunder shall be sent to the addresses as follows:

STELLA & CHEWY'S LLC
111 West Oakview Parkway
Oak Creek, WI 53154
Attn: Dean Nolden
Email: dnolden@stellaandchewys.com

CRYSTAL FINANCIAL LLC D/B/A SLR
CREDIT SOLUTIONS
Two International Place, 17th Floor
Boston, MA 02110
Attn: Jack Murphy
Email: jmurphy@slrcreditsolutions.com

With a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, TX 75201-6950
Attention: Vynessa Nemunaitis
Email: vynessa.nemunaitis@weil.com

With a copy to (which shall not constitute notice):

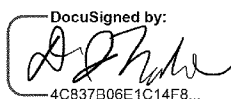
Goldberg Kohn Ltd.
55 East Monroe Street, Suite 3300
Chicago, IL 60603
Attention: Keith Radner
Email: keith.radner@goldbergkohn.com

[Signatures on Following Page]

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

Grantor:

STELLA & CHEWY'S LLC


By 4C837B06E1C14F8...

Name: Dean Nolden

Title: Chief Financial Officer

Administrative Agent:

**CRYSTAL FINANCIAL LLC D/B/A SLR
CREDIT SOLUTIONS**

By: 
Name: John Murphy
Title: Director

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

U.S. Patent Registrations

<u>Owner</u>	<u>Patent Number</u>	<u>Issue Date</u>
Stella & Chewy's LLC	8383177	Feb 26, 2013



U.S. Published Patent Applications

None.


SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Owner</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Dates</u>
 STELLA & CHEWY'S Cross References: STELLA & CHEWYS	Stella & Chewy's LLC	88614292 / 6161874	12-SEP-2019 / 09- SEP-2020
 Design Only	Stella & Chewy's LLC	88613380 / 6018928	11-SEP-2019 / 24- MAR-2020
MARIE'S MIX-INS MARIE'S MIX-INS Cross References: MARIES MIX INS	Stella & Chewy's LLC	88595848 / 6191074	28-AUG-2019 / 03- NOV-2020
MARIE'S MAGICAL DINNER DUST MARIE'S MAGICAL DINNER DUST Cross References: MARIES MAGICAL DINNER DUST	Stella & Chewy's LLC	88363061 / 5916868	29-MAR-2019 / 19- NOV-2019
CARNIVORE CRAVINGS CARNIVORE CRAVINGS	Stella & Chewy's LLC	88274424 / 6154141	24-JAN-2019 / 15- SEP-2020
STELLA'S ESSENTIALS STELLA'S ESSENTIALS Cross References: STELLAS ESSENTIALS	Stella & Chewy's LLC	88274468 / 6003829	24-JAN-2019 / 03- MAR-2020

<u>Mark</u>	<u>Owner</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Dates</u>
MARIE'S KITCHEN MARIE'S KITCHEN Cross References: MARIES KITCHEN	Stella & Chewy's LLC	88033930 / 6142439	11-JUL-2018 / 01- SEP-2020
MEAL MIXERS MEAL MIXERS	Stella & Chewy's LLC	88005579 / 6224764	19-JUN-2018 / 22- DEC-2020
WILD WEENIES WILD WEENIES	Stella & Chewy's LLC	87844091 / 5651499	21-MAR-2018 / 08- JAN-2019
STELLA'S STEW STELLA'S STEW Cross References: STELLAS STEW	Stella & Chewy's LLC	87639643 / 5608337	10-OCT-2017 / 13- NOV-2018
THE POWER & TASTE OF RAW IN EVERY BITE	Stella & Chewy's LLC	87976973 / 5450276	07-MAR-2017 / 17- APR-2018
KICKSTART YOUR KIBBLE KICKSTART YOUR KIBBLE	Stella & Chewy's LLC	86317550 / 4969338	23-JUN-2014 / 31- MAY-2016
A LITTLE RAW GOES A LONG WAY A LITTLE RAW GOES A LONG WAY	Stella & Chewy's LLC	86317558 / 4969339	23-JUN-2014 / 31- MAY-2016
ONLY THE GOOD STUFF ONLY THE GOOD STUFF	Stella & Chewy's LLC	85641393 / 4261558	01-JUN-2012 / 18- DEC-2012

<u>Mark</u>	<u>Owner</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Dates</u>
 Design Only	Stella & Chewy's LLC	77599506 / 3720868	23-OCT-2008 / 08-DEC-2009
SECUREBYNATURE SECUREBYNATURE Cross References: SECURE BY NATURE	Stella & Chewy's LLC	77599510 / 3908477	23-OCT-2008 / 18-JAN-2011
DUCK DUCK GOOSE DUCK DUCK GOOSE	Stella & Chewy's LLC	77392225 / 3706089	08-FEB-2008 / 03-NOV-2009
STELLA & CHEWY'S STELLA & CHEWY'S	Stella & Chewy's LLC	77239962 / 3408555	26-JUL-2007 / 08-APR-2008
CARNIVORE CRUNCH CARNIVORE CRUNCH	Stella & Chewy's LLC	77239967 / 3404944	26-JUL-2007 / 01-APR-2008
CARNIVORE KISSES CARNIVORE KISSES	Stella & Chewy's LLC	77239977 / 3414286	26-JUL-2007 / 22-APR-2008
STELLA'S SOLUTIONS	Stella & Chewy's LLC	90548794 / 6539961	26-FEB-2021 / 26-OCT-2021
SUPERBLENDS	Stella & Chewy's LLC	90813359 / 7166694	06-JUL-2021 / 19-SEP-2023

<u>Mark</u>	<u>Owner</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Dates</u>
WILD RED	Stella & Chewy's LLC	90075677 / 6494759	27-JUL-2020 / 21-SEP-2021
SIMPLY STELLA'S	Stella & Chewy's LLC	90548798 / 6539962	26-FEB-2021 / 26-OCT-2021
STELLA & CHEWY'S FRESHMADE	Stella & Chewy's LLC	97394086 / 7177887	04-MAY-2022 / 26-SEP-2023
STELLA'S SHREDRS	Stella & Chewy's LLC	90075671 / 6494758	27-JUL-2020 / 21-SEP-2021
REAL FOOD, REAL TASTY!	Stella & Chewy's LLC	97494227 / 7147233	08-JUL-2022 / 22-AUG-2023
STELLA & CHEWY'S ONLY THE GOOD STUFF	Stella & Chewy's LLC	90488425 / 6555101	26-JAN-2021 / 09-NOV-2021
STELLA & CHEWY'S	Stella & Chewy's LLC	90430517 / 6544597	30-DEC-2020 / 02-NOV-2021
ALL YOU NEED IS RAW	Stella & Chewy's LLC	97384499 / 7232058	27-APR-2022 / 28-NOV-2023

<u>Mark</u>	<u>Owner</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Dates</u>
STELLA & CHEWY'S DENTAL DELIGHTS	Stella & Chewy's LLC	7567108	12-NOV-2024

Canadian Trademark Registrations and Applications

<u>Owner</u>	<u>Trademark</u>	<u>Filed Date</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Application No.</u>
STELLA & CHEWY'S LLC	STELLA & CHEWY'S	29-JAN-2016	31-AUG- 2018	TMA1004019	1765676
STELLA & CHEWY'S LLC	ONLY THE GOOD STUFF	02-FEB-2016	22-JUN-2017	TMA974220	1766005
STELLA & CHEWY'S LLC	STELLA & CHEWY'S	07-MAR- 2019	11-MAY- 2022	TMA1128226	1973699
STELLA & CHEWY'S LLC	Stella & Chewy's	23-JUN-2020	23-JUN-2020	TMA1124474 International Registration No. 1544405	2044130
STELLA & CHEWY'S LLC	STELLA & CHEWY'S FRESHMADE	14-APR-2022	04-APR-2024	TMA1228341	2179600
STELLA & CHEWY'S LLC	MEOWFULLS	26-JAN-2024	26-JAN-2024	International Registration No. 1778769	2314263
STELLA & CHEWY'S LLC	MEOWFULLS	15-FEB-2024	15-FEB-2024	International Registration No. 1780362	2315686
STELLA & CHEWY'S LLC	STELLA & CHEWY'S DENTAL DELIGHTS	01-MAR- 2024	01-MAR- 2024	International Registration No. 1782147	2318520

<u>Owner</u>	<u>Trademark</u>	<u>Filed Date</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Application No.</u>
STELLA & CHEWY'S LLC	MARIE'S MAGICAL BREAKFAST SPRINKLES	13-JUN-2024	13-JUN-2024	International Registration No. 1803884	2342843

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.