

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454697

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BESTCO LLC		12/15/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITAL ONE, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87657018	SOUNDHEALTH	
<b>Serial Number:</b>	86102918	DREAMCHEWS	
<b>Serial Number:</b>	85921832	FLAVOR CHEWS	
<b>Serial Number:</b>	85815367	CHEWY NOT CHALKY	
<b>Serial Number:</b>	76351672	BESTHEALTH	
<b>Serial Number:</b>	76170057	BESTSWEET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8518		
<b>Email:</b>	rebecca.dyson@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca Dyson C/O Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca Dyson		
<b>SIGNATURE:</b>	/rebecca dyson/		
<b>DATE SIGNED:</b>	12/15/2017		

CH \$165.00 87657018

**Total Attachments: 5**

source=capital one santa cruz 1L TMSA 2017#page1.tif

source=capital one santa cruz 1L TMSA 2017#page2.tif

source=capital one santa cruz 1L TMSA 2017#page3.tif

source=capital one santa cruz 1L TMSA 2017#page4.tif

source=capital one santa cruz 1L TMSA 2017#page5.tif

## FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2017 is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“CONA”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 15, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, CONA as Revolving Agent and as Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of December 15, 2017 in favor of the Administrative Agent (as the same 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) of each Borrower; 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 First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative 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 Borrowers thereunder, each Grantor hereby agrees with the Administrative 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 Trademark 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 mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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 First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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. Counterparts. This First Lien Trademark 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 5. Governing Law. This First Lien Trademark 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.

[SIGNATURE PAGES FOLLOW]

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

**BESTCO LLC**, a Delaware limited liability company, as Grantor

By: **BESTCO HOLDCO, INC.**, its sole member

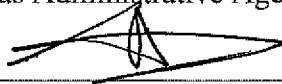
By: 

Name: Andrew B. Hochman

Title: Assistant Secretary

ACCEPTED AND AGREED  
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION  
as Administrative Agent

By:  \_\_\_\_\_

Name: Peter Itz

Its: Duly Authorized Signatory

SCHEDULE I  
TO  
FIRST LIEN TRADEMARK SECURITY AGREEMENT

Trademark Applications and Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
SOUND HEALTH	87657018	10/24/17	N/A	N/A	Pending	BestCo LLC
DREAMCHEWS	86102918	10/28/13	4782635	7/28/15	Registered	BestCo LLC
FLAVOR CHEWS	85921832	85921832	4423361	10/22/13	Registered	BestCo LLC
CHEWY NOT CHALKY	85815367	1/4/13	4408614	9/24/13	Registered	BestCo LLC
BESTHEALTH	76351672	12/21/01	2754090	8/19/03	Renewed (Registered)	BestCo LLC
BESTSWEET	76170057	11/22/00	2750886	8/12/03	Renewed (Registered)	BestCo LLC