

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502359

| | | | |
|---|---|------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Animal Supply Company LLC | | 12/17/2018 | Limited Liability Company: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | 901 Main Street, 11th Floor | | |
| Internal Address: | MC# TX1-492-11-23 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75202 | | |
| Entity Type: | national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88166195 | INTEGRITY PET PRODUCTS | |
| Serial Number: | 88166209 | INTEGRITY PET PRODUCTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2142207716 | | |
| <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: | 2146617324 | | |
| Email: | sbertino@velaw.com | | |
| Correspondent Name: | Shannon Bertino | | |
| Address Line 1: | 2001 Ross Avenue, Ste 3900 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| NAME OF SUBMITTER: | Shannon Bertino | | |
| SIGNATURE: | /Shannon Bertino/ | | |
| DATE SIGNED: | 12/17/2018 | | |
| Total Attachments: 5 | | | |
| source=EXECUTED BAML_ASC - Trademark Security Agreement (12.17.18)#page1.tif | | | |
| source=EXECUTED BAML_ASC - Trademark Security Agreement (12.17.18)#page2.tif | | | |
| source=EXECUTED BAML_ASC - Trademark Security Agreement (12.17.18)#page3.tif | | | |

OP \$65.00 88166195

source=EXECUTED BAML_ASC - Trademark Security Agreement (12.17.18)#page4.tif

source=EXECUTED BAML_ASC - Trademark Security Agreement (12.17.18)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2018 (this "Agreement"), is made by Animal Supply Company LLC, a Washington limited liability company (the "Grantor"), and Bank of America, N.A., as administrative agent ("Agent"). Reference is made to the Loan and Security Agreement dated as of December 15, 2016 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor as the Borrower, the Lenders (defined therein) from time to time party thereto and Agent.

Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligation of Lenders to make certain accommodations to the Borrowers under the Loan Agreement is conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from such accommodations and is willing to execute and deliver this Agreement in order to induce Lenders to make such accommodations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, grant to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Furtherance of Interests. The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Loan Agreement and the other Loan Documents. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement and the other Loan Documents, 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 Loan Agreement, the terms of the Loan Agreement shall govern.

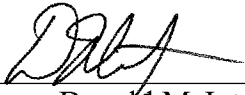
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

GRANTOR:

ANIMAL SUPPLY COMPANY LLC, as
Grantor

By:  _____
Name: Donald McIntyre
Title: CEO

AGENT:

BANK OF AMERICA, N.A., as Agent

By: _____
Name:
Title:

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


GRANTOR:

**ANIMAL SUPPLY COMPANY LLC, as
Grantor**

By: _____
Name:
Title:

AGENT:

BANK OF AMERICA, N.A. as Agent

By:  _____
Name: Mark Porter
Title: SVP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

| Mark | Jurisdiction | Serial No./ Registration No. | Filing Date/ Registration Date | Owner | Cutout Status | Next Action Date |
|------------------------------|---------------------|---|---|------------------------------------|--------------------------------------|---------------------------------|
| INTEGRITY PET PRODUCTS | United States | Serial No.: 88/166,195 | Filing Date: 10/23/2018 | Animal Supply Company LLC | Pending (Awaiting Examination) | N/A |
| INTEGRITY PET PRODUCTS | United States | Serial No.: 88/166,209 | Filing Date: 10/23/2018 | Animal Supply Company LLC | Pending (Awaiting Examination) | N/A |