

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hollywood Feed, LLC		03/15/2022	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as administrative agent		
Street Address:	2859 Paces Ferry Road SE, Suite 750		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4778313	BARK N' PURR	
Registration Number:	4628584	BARK N' PURR	
Registration Number:	4443054	BARK 'N PURR	
Registration Number:	3668162	BARK 'N PURR	
Registration Number:	5390022	HOLLYWOOD FEED · NATURAL AND HOLISTIC PE	
Registration Number:	6012972	HOLLYWOOD FEED A DIFFERENT BREED.	
Registration Number:	5506788	HOLLYWOOD FEED	
Registration Number:	6590791	HOLLYWOOD FEED	
Registration Number:	3662080	HOLLYWOOD FEED	
Registration Number:	6255942	NATURAL DOESN'T HAVE TO BE EXPENSIVE	
Registration Number:	4180234	PRUDENCE	
Registration Number:	4283828	PUPPY I.Q.	
Serial Number:	90018856	PRUDENCE	
Serial Number:	90751921	HOLLYWOOD FEED	
Serial Number:	90751897	HOLLYWOOD FEED	
Serial Number:	90751876	HOLLYWOOD FEED	
CORRESPONDENCE DATA			
Fax Number:	6507393900		

CH \$415.00 4778313

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.

Phone: 6507393939
Email: DebbieWu@JonesDay.com
Correspondent Name: JONES DAY
Address Line 1: 250 Vesey Street
Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	677655-000032
NAME OF SUBMITTER:	Debbie Wu
SIGNATURE:	/Debbie Wu/
DATE SIGNED:	03/15/2022

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Security Grant”), dated as of March 15, 2022, is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors” and each, a “Grantor”) in favor of Citibank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 15, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HOLLYWOOD FEED, LLC, a Tennessee limited liability company (the “Borrower”), the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and Administrative Agent, (i) Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein, and (ii) each Grantor (other than the Borrower) has agreed to guarantee the Guaranteed Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to a Pledge and Security Agreement dated as of March 15, 2022, in favor of the Administrative Agent (the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Security Grant;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, 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 Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a 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 referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;
- (b) all renewals and extensions 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. Security Agreement. The security interest granted in connection with this Security Grant is granted to the Administrative Agent pursuant to the 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 fully set forth in the 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 Trademarks.

Section 5. Counterparts. This Security Grant may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Grant by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Grant by fax or electronic mail transmission shall be effective as delivery of a manually executed counterpart of this Security Grant. This Security Grant and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The parties hereto consent to the use of electronic signatures and records with respect to this Security Grant.

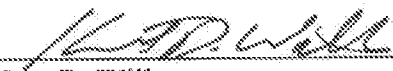
Section 6. Governing Law. This Security Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

HOLLYWOOD FEED, LLC,
as Grantor

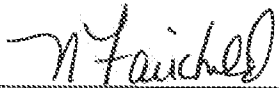
By: 
Kent D. Wills,
Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (Hollywood Feed)]

TRADEMARK
REEL: 007660 FRAME: 0758

ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Administrative Agent

By: 

Name: Nina Fairchild
Title: Senior Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks (Hollywood Feed)]

TRADEMARK
REEL: 007660 FRAME: 0759

**SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

U.S. Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

Country	Trademark	Registration Date	Registration Number	Grantor
United States	BARK 'N PURR	07/21/2015	4778313	Hollywood Feed, LLC
United States	BARK 'N PURR	10/28/2014	4628584	Hollywood Feed, LLC
United States	BARK 'N PURR	12/03/2013	4443054	Hollywood Feed, LLC
United States	BARK 'N PURR	08/18/2009	3668162	Hollywood Feed, LLC
United States	Hollywood Feed - Natural and Holistic Pet Food Merchants	01/30/2018	5390022	Hollywood Feed, LLC
United States	Hollywood Feed A Different Breed	03/17/2020	6012972	Hollywood Feed, LLC
United States	Hollywood Feed	07/03/2018	5506788	Hollywood Feed, LLC
United States	Hollywood Feed	12/14/2021	6590791	Hollywood Feed, LLC
United States	Hollywood Feed	07/28/2009	3662080	Hollywood Feed, LLC
United States	NATURAL DOESN'T HAVE TO BE EXPENSIVE	01/26/2021	6255942	Hollywood Feed, LLC
United States	PRUDENCE	07/24/2012	4180234	Hollywood Feed, LLC
United States	PUPPY I.Q.	01/29/2013	4283828	Hollywood Feed, LLC
Hong Kong	Hollywood Feed	07/31/2020	305348755	Hollywood Feed, LLC
Hong Kong	Hollywood Feed	07/31/2020	305348746	Hollywood Feed, LLC
Taiwan	Hollywood Feed	10/16/2021	02176926	Hollywood Feed, LLC
Taiwan	Hollywood Feed	10/16/2021	02176927	Hollywood Feed, LLC

2. U.S. TRADEMARK APPLICATIONS

Country	Trademark Application	Application Filing Date	Application Serial Number	Grantor
United States	PRUDENCE	06/24/2020	90018856	Hollywood Feed, LLC
United States	Hollywood Feed	06/03/2021	90751921	Hollywood Feed, LLC
United States	Hollywood Feed	06/03/2021	90751897	Hollywood Feed, LLC
United States	Hollywood Feed	06/03/2021	90751876	Hollywood Feed, LLC