

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM844213

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	5		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pluto Opco (Cayman), LLC		10/06/2023	Limited Liability Company: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cantor Fitzgerald Securities, as collateral agent		
<b>Street Address:</b>	110 East 59th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 74</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75173934	ASPEN PET	
<b>Serial Number:</b>	75483659	BOODA	
<b>Serial Number:</b>	77276657	BOODA	
<b>Serial Number:</b>	87290073		
<b>Serial Number:</b>	75678027	CHUCKIT!	
<b>Serial Number:</b>	76408985	CHUCKIT!	
<b>Serial Number:</b>	78619293		
<b>Serial Number:</b>	88209149	CHUCKIT! LIGHT FETCH	
<b>Serial Number:</b>	87882896	CHUCKIT! ROPE FETCH	
<b>Serial Number:</b>	85065285	CLEAN RESPONSE	
<b>Serial Number:</b>	78853291	DOGZILLA	
<b>Serial Number:</b>	86338991	DOGZILLA	
<b>Serial Number:</b>	86453138	DOSKOCIL	
<b>Serial Number:</b>	75061490	FAT CAT	
<b>Serial Number:</b>	76083921	FAT CAT	
<b>Serial Number:</b>	86478617	FAT CAT	
<b>Serial Number:</b>	86419927	GAMMA2	
<b>Serial Number:</b>	87492805	GEN7 COMMUTER	

CH \$1865.00 75173934

Property Type	Number	Word Mark
Serial Number:	85809389	GEN7PETS
Serial Number:	87787797	GEN7PETS
Serial Number:	87513740	GEN7PETS TRAVELER
Serial Number:	75176344	J.W. PET COMPANY
Serial Number:	78143951	JW
Serial Number:	78143953	JW
Serial Number:	77023957	JW
Serial Number:	86112629	JW
Serial Number:	86112619	JW
Serial Number:	85847756	JW
Serial Number:	88189775	JW TWIST-IN TREATS
Serial Number:	85847650	JW
Serial Number:	88805098	OUTBACK
Serial Number:	78428336	PET QWERKS
Serial Number:	90498520	PET QWERKS TOYS
Serial Number:	74714183	PETMATE
Serial Number:	76680602	PETMATE
Serial Number:	85983992	PETMATE
Serial Number:	85794262	PETMATE
Serial Number:	86481694	PETMATE
Serial Number:	76411404	PETMATE CAFE
Serial Number:	85981318	PETMATE
Serial Number:	85984034	RUFFMAXX
Serial Number:	86517978	SNOOZZY
Serial Number:	88237717	SUPER SNAXX
Serial Number:	87608305	VITTLES VAULT
Serial Number:	86616070	ZOOBILEE
Serial Number:	77407792	AUSSIE NATURALS
Serial Number:	75832748	GODOGGO
Serial Number:	87943604	HYPER PET
Serial Number:	87778469	HYPER SQUAWKER
Serial Number:	78213648	HYPERDOG
Serial Number:	90238751	HYPERFOAM
Serial Number:	90238761	HYPERLOCK
Serial Number:	86871977	MAD CAT
Serial Number:	90263336	MAD CAT
Serial Number:	88662153	OUR PETS
Serial Number:	76174064	OURPET' S

Property Type	Number	Word Mark
Serial Number:	75130954	OURPET'S
Serial Number:	77906884	OUTBACK JACK
Serial Number:	74643755	PAW TECTORS
Serial Number:	97074683	PET CRAFT SUPPLY
Serial Number:	88433820	PET CRAFT SUPPLY CO.
Serial Number:	86058571	PET FUSION YOUR WORLD WITH YOUR PET'S
Serial Number:	77828503	PET ZONE
Serial Number:	75199481	PET ZONE
Serial Number:	86841294	PET ZONE
Serial Number:	77828483	PET ZONE
Serial Number:	75627261	PET ZONE
Serial Number:	88751040	PET ZONE
Serial Number:	87542315	PETFUSION
Serial Number:	90263302	QUIRKY KITTY
Serial Number:	90742022	SILLY BUMS
Serial Number:	77107599	ULTRA PAWS
Serial Number:	85797326	WILD EATS
Serial Number:	86202158	ZANY BUNCH

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 2028357507  
**Email:** dcip@milbank.com  
**Correspondent Name:** Javier J. Ramos  
**Address Line 1:** 1850 K St. NW  
**Address Line 2:** Suite 1100  
**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	47402.00001
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	10/06/2023

#### Total Attachments: 11

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FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT, dated as of October 6, 2023, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of CANTOR FITZGERALD SECURITIES, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain First Lien Term Loan Security Agreement, dated as of October 6, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Term Loan Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement))(collectively, “Trademark Collateral”):

(a) Marks of such Grantor, including those listed on Schedule I attached hereto (other than Excluded Collateral, including any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);

(b) all goodwill associated with such Marks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts; Etc.. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The provisions of Section 13.21 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

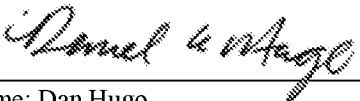
SECTION 7. Collateral Agent. Cantor Fitzgerald Securities is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent under the Credit Agreement and not in its individual capacity. In connection with its execution and acting hereunder, the Collateral Agent is entitled to all rights, privileges, protections, immunities and benefits provided to it under the Credit Agreement and the other Credit Documents. The parties hereto acknowledge that the Collateral Agent's duties do not include any discretionary authority, determination, control or responsibility with respect to any Credit Document or any Collateral, notwithstanding any rights or discretion that may be granted to the Collateral Agent in such Credit Document. The provisions of this Trademark Security Agreement, including, without limitation those provisions relating to the rights, duties, powers, privileges, protections and indemnification of the Collateral Agent shall apply with respect to any actions taken or not taken by the Administrative Agent under any Credit Documents.

[signature page follows]

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

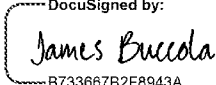
Very truly yours,

PLUTO OPCO (CAYMAN), LLC

By:   
Name: Dan Hugo  
Title: Authorized Signatory

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES,  
as Collateral Agent

By:   
Name: James Buccola  
Title: Head of Fixed Income

**Legal Reviewed**  
Jennifer Granovsky  
Vice President -





**SCHEDULE I**  
to  
**FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
ASPEN PET	UNITED STATES	REGISTERED	75/173,934	9/30/1996	2,159,992	5/26/1998
BOODA	UNITED STATES	REGISTERED	75/483,659	5/12/1998	2,249,682	6/1/1999
BOODA	UNITED STATES	REGISTERED	77/276,657	9/11/2007	3,426,585	5/13/2008
Booda Dome Litter Box Design	UNITED STATES	REGISTERED	87/290,073	1/5/2017	5,394,320	2/6/2018
CHUCKITI	UNITED STATES	REGISTERED	75/678,027	4/9/1999	2,326,486	3/7/2000
CHUCKITI	UNITED STATES	REGISTERED	76/408,985	5/16/2002	2,726,811	6/17/2003
ChuckIt! Ball Thrower Design	UNITED STATES	REGISTERED	78/619,293	4/28/2005	3,082,546	4/18/2006
CHUCKITI LIGHT FETCH	UNITED STATES	REGISTERED	88/209,149	11/28/2018	6,222,542	12/15/2020

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
CHUCKITI ROPE FETCH	UNITED STATES	REGISTERED	87/882,896	4/18/2018	6,228,433	12/22/2020
CLEAN RESPONSE	UNITED STATES	REGISTERED	85/065,285	6/17/2010	4,023,668	9/6/2011
DOGZILLA	UNITED STATES	REGISTERED	78/853,291	4/4/2006	3,272,965	7/31/2007
DOGZILLA	UNITED STATES	REGISTERED	86/338,991	7/16/2014	5,413,133	2/27/2018
DOSKOCL	UNITED STATES	REGISTERED	86/453,138	11/13/2014	4,764,569	6/30/2015
FAT CAT	UNITED STATES	REGISTERED	75/061,490	2/23/1996	2,033,808	1/28/1997
FAT CAT	UNITED STATES	REGISTERED	76/083,921	7/6/2000	2,820,149	3/2/2004
FAT CAT	UNITED STATES	REGISTERED	86/478,617	12/12/2014	4,875,761	12/22/2015
GAMMA2	UNITED STATES	REGISTERED	86/419,927	10/9/2014	4,767,773	7/7/2015
GEN7 COMMUTER	UNITED STATES	REGISTERED	87/492,805	6/16/2017	5,409,125	2/20/2018
GEN7PETS	UNITED STATES	REGISTERED	85/809,389	12/21/2012	5,114,746	1/3/2017
GEN7PETS	UNITED STATES	REGISTERED	87/787,797	2/7/2018	6,043,056	4/28/2020

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
GEN7PETS TRAVELER	UNITED STATES	REGISTERED	87/513,740	7/1/2017	5,391,191	1/30/2018
J.W. PET COMPANY	UNITED STATES	REGISTERED	75/176,344	10/3/1996	2,201,919	11/3/1998
JW	UNITED STATES	REGISTERED	78/143,951	7/15/2002	2,808,504	1/27/2004
JW & DESIGN	UNITED STATES	REGISTERED	78/143,953	7/15/2002	2,808,505	1/27/2004
JW (w/paw print and circle design)	UNITED STATES	REGISTERED	77/023,957	10/18/2006	3,552,484	12/30/2008
JW (Word)	UNITED STATES	REGISTERED	86/112,629	11/7/2013	4,700,857	3/10/2015
JW LOGO (Design)	UNITED STATES	REGISTERED	86/112,619	11/7/2013	4,700,856	3/10/2015
JW LOGO (EXPANSION)	UNITED STATES	REGISTERED	85/847,756	2/12/2013	4,392,312	8/27/2013
JW TWIST-IN TREATS	UNITED STATES	REGISTERED	88/189,775	11/12/2018	5,951,418	12/31/2019
JW WORD MARK (EXPANSION)	UNITED STATES	REGISTERED	85/847,650	2/12/2013	4,392,311	8/27/2013
OUTBACK	UNITED STATES	REGISTERED	88/805,098	2/20/2020	6,091,160	6/30/2020
PET QWERKS	UNITED STATES	REGISTERED	78/428,336	6/2/2004	2,983,280	8/9/2005

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
PET QWERKS TOYS	UNITED STATES	REGISTERED	90/498,520	1/29/2021	6,588,209	12/14/2021
PETMATE	UNITED STATES	REGISTERED	74/714,183	8/11/1995	2,042,829	3/11/1997
PETMATE	UNITED STATES	REGISTERED	76/680,602	8/10/2007	3,404,089	4/1/2008
PETMATE	UNITED STATES	REGISTERED	85/983,992	12/4/2012	4,905,523	2/23/2016
PETMATE	UNITED STATES	REGISTERED	85/794,262	12/4/2012	5,036,762	9/6/2016
PETMATE	UNITED STATES	REGISTERED	86/481,694	12/16/2014	4,777,208	7/21/2015
PETMATE CAFE	UNITED STATES	REGISTERED	76/411,404	5/16/2002	2,697,708	3/18/2003
PETMATE WITH HEART AND DESIGN	UNITED STATES	REGISTERED	85/981,318	12/4/2012	4,508,246	4/1/2014
RUFFMAXX	UNITED STATES	REGISTERED	85/984,034	1/13/2012	4,964,912	5/24/2016
SNOOZZY	UNITED STATES	REGISTERED	86/517,978	1/29/2015	4,842,916	10/27/2015
SUPER SNAXX	UNITED STATES	REGISTERED	88/237,717	12/20/2018	6,701,868	4/12/2022
VITTLES VAULT	UNITED STATES	REGISTERED	87/608,305	9/14/2017	5,467,751	5/15/2018

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
ZOOBLEE	UNITED STATES	REGISTERED	86/616,070	4/30/2015	4,876,063	12/22/2015
AUSSIE NATURALS	UNITED STATES	REGISTERED	77/407,792	2/27/2008	3,508,272	9/30/2008
GODOGGO	UNITED STATES	REGISTERED	75/832,748	10/27/1999	2,460,447	6/12/2001
HYPER PET	UNITED STATES	REGISTERED	87/943,604	5/31/2018	5,840,738	8/20/2019
HYPER SQUAWKER	UNITED STATES	REGISTERED	87/778,469	1/31/2018	5,535,844	8/7/2018
HYPERDOG	UNITED STATES	REGISTERED	78/213,648	2/11/2003	2,826,628	3/23/2004
HYPERFOAM	UNITED STATES	REGISTERED	90/238,751	10/6/2020	6,640,679	2/8/2022
HYPERLOCK	UNITED STATES	REGISTERED	90/238,761	10/6/2020	6,591,801	12/14/2021
MAD CAT	UNITED STATES	REGISTERED	86/871,977	1/11/2016	5,026,447	8/23/2016
MAD CAT	UNITED STATES	REGISTERED	90/263,336	10/19/2020	6,416,774	7/13/2021
OUR PETS	UNITED STATES	REGISTERED	88/662,153	10/21/2019	6,067,803	6/2/2020

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
OURPET'S	UNITED STATES	REGISTERED	76/174,064	12/1/2000	2,577,849	6/11/2002
OURPET'S	UNITED STATES	REGISTERED	75/130,954	7/8/1996	2,048,003	3/25/1997
OUTBACK JACK	UNITED STATES	REGISTERED	77/906,884	1/7/2010	3,831,499	8/10/2010
PAW TECTORS	UNITED STATES	REGISTERED	74/643,755	3/9/1995	1,949,152	1/16/1996
PET CRAFT SUPPLY	UNITED STATES	REGISTERED	97/074,683	10/14/2021	6,846,331	9/13/2022
PET CRAFT SUPPLY CO.	UNITED STATES	REGISTERED	88/433,820	5/16/2019	6,016,907	3/24/2020
PET FUSION YOUR WORLD WITH YOUR PETS	UNITED STATES	REGISTERED	86/058,571	9/7/2013	4,528,925	5/13/2014
PET ZONE	UNITED STATES	REGISTERED	77/828,503	9/17/2009	3,859,218	10/12/2010
PET ZONE	UNITED STATES	REGISTERED	75/199,481	11/18/1996	2,179,371	8/4/1998
PET ZONE	UNITED STATES	REGISTERED	86/841,294	12/7/2015	5,016,761	8/9/2016
PET ZONE	UNITED STATES	REGISTERED	77/828,483	9/17/2009	3,884,891	12/7/2010

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
PET ZONE	UNITED STATES	REGISTERED	75/627,261	1/26/1999	2,321,259	2/22/2000
PET ZONE	UNITED STATES	REGISTERED	75/199,481	11/18/1996	2,179,371	8/4/1998
PET ZONE	UNITED STATES	REGISTERED	88/751,040	1/8/2020	6,069,572	6/2/2020
PETFUSION	UNITED STATES	REGISTERED	87/542,315	7/25/2017	5,406,795	2/20/2018
SILLY BUMS	UNITED STATES	REGISTERED	90/742,022	5/28/2021	6,622,580	1/18/2022
ULTRA PAWS	UNITED STATES	REGISTERED	77/107,599	2/14/2007	3,333,911	11/13/2007
WILD EATS	UNITED STATES	REGISTERED	85/797,326	12/7/2012	4,476,965	2/4/2014
ZANY BUNCH	UNITED STATES	REGISTERED	86/202,158	2/24/2014	4,609,613	9/23/2014

Trademark Applications:

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
QUIRKY KITTY	UNITED STATES	PENDING	90/263,302	10/19/2020		