

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DogiPot Pet Products, LLC		02/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as administrative agent		
Street Address:	200 WEST STREET		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6045178		
Registration Number:	5644735	RUFFCOAT	
Registration Number:	5511027		
Registration Number:	5377134	DOGIPARK	
Registration Number:	5465283	DOGISHADE	
Registration Number:	5607527	PLAYGROUNDS FOR DOGS	
Registration Number:	5192258	THE SMART DOG PARK SOLUTION	
Registration Number:	5387229	DOGI PARK	
Registration Number:	5173001	DOGI PARK	
Registration Number:	4781102	DOGIPOT THE SMART SOLUTION TO DOG POLLUT	
Registration Number:	4687859	DOGI POT THE GREEN SOLUTION TO DOG POLLU	
Registration Number:	3721888	THE GREEN SOLUTION TO DOG POLLUTION	
Registration Number:	3630577	DOGIPOT	
Registration Number:	3305903	THE CLEAN SOLUTION TO DOG POLLUTION	
Registration Number:	3014039	DOGVALET	
Registration Number:	2044273	DOGIPOT	
CORRESPONDENCE DATA			
Fax Number:	2028357586		

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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: 2028357500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.98048
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/24/2023

Total Attachments: 7

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ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT

ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of February 25, 2022 (this “**Trademark Security Agreement Supplement**”), by and between DogiPot Pet Products, LLC, a Delaware limited liability company (the “**Grantor**”) and Goldman Sachs Bank USA, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the ABL Credit Agreement).

Reference is made to that certain ABL Credit Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”), by and among PlayCore MidCo, Inc., a Delaware corporation (“**Holdings**”), PlayCore Merger Sub, Inc., a Delaware corporation (the “**Initial Borrower**”, to be merged with and into Recess Holdings, Inc., a Delaware corporation (the “**Company**”) pursuant to the Merger Transactions (as defined therein), with the Company as survivor of the Merger (as defined therein), the “**Lead Borrower**”), each Restricted Subsidiary of the Lead Borrower party thereto that is designated as a borrower (together with the Lead Borrower and each other Restricted Subsidiary of the Lead Borrower joined to this Agreement as a borrower in accordance with the terms therein, each a “**Borrower**” and, collectively, the “**Borrowers**”), the Administrative Agent and the lenders from time to time parties thereto.

Reference is also made to that certain ABL Pledge and Security Agreement dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrowers, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain ABL Trademark Security Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”) by and among the Grantors thereto and the Administrative Agent for the Secured Parties.

The Lenders have extended credit to the Borrowers subject to the terms and conditions set forth in the ABL Credit Agreement. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- (a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with

respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement 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.

[Signature Pages Follow]

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

DOGIPOT PET PRODUCTS, LLC

By: 

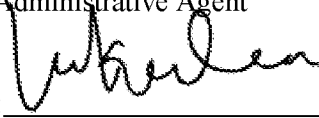
Name: Richard E. Ruegger

Title: Chief Financial Officer

[Signature Page to ABL Trademark Supplement]

TRADEMARK
REEL: 008237 FRAME: 0118

GOLDMAN SACHS BANK USA,
as Administrative Agent

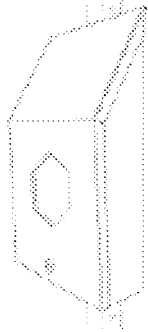
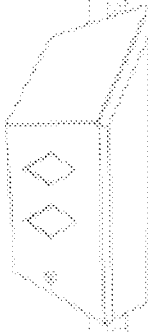
By:  _____



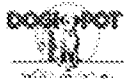


Name: Luke Qiu

Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
DogIPot Pet Products, LLC	6045178	May 5, 2020	Design Only 
DogIPot Pet Products, LLC	5644735	January 1, 2019	RUFFCOAT
DogIPot Pet Products, LLC	5511027	July 10, 2018	Design Only 
DogIPot Pet Products, LLC	5377134	January 9, 2018	DOGIPARK
DogIPot Pet Products, LLC	5465283	May 8, 2018	DOGISHADE
DogIPot Pet Products, LLC	5607527	November 13, 2018	PLAYGROUNDS FOR DOGS ®PLAYGROUNDS FOR DOGS
DogIPot Pet Products, LLC	5192258	April 25, 2017	THE SMART DOG PARK SOLUTION

DogiPot Pet Products, LLC	5387229	January 23, 2018	DOGI PARK 
DogiPot Pet Products, LLC	5173001	March 28, 2017	DOGI PARK 
DogiPot Pet Products, LLC	4781102	July 28, 2015	DOGIPOT THE SMART SOLUTION TO DOG POLLUTION 
DogiPot Pet Products, LLC	4687859	February 17, 2015	DOGIPOT THE GREEN SOLUTION TO DOG POLLUTION  <small>The Green Solution to Dog Pollution.</small>
DogiPot Pet Products, LLC	3721888	December 8, 2009	THE GREEN SOLUTION TO DOG POLLUTION
DogiPot Pet Products, LLC	3630577	June 2, 2009	DOGIPOT 
DogiPot Pet Products, LLC	3305903	October 9, 2007	THE CLEAN SOLUTION TO DOG POLLUTION

DogiPot Pet Products, LLC	3014039	November 8, 2005	DOGVALET
DogiPot Pet Products, LLC	2044273	March 11, 1997	DOGIPOT