

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI36726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pet Brands Products, LLC		02/16/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W Monroe St		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87559996	CLEAN42	
Registration Number:	5550203	DENTACARE	
Registration Number:	5325346	COOKN' UP THE GOOD STUFF! COUNTRY KITCHEN TREATS FOR DOGS	
Registration Number:	4199145	COUNTRY KITCHEN	
Registration Number:	3858048	DENTACARE	
Registration Number:	3600057	KNOW YOUR PET	
Registration Number:	6324258	SWAGGISH	
Registration Number:	6324257	SWAGGISH	
Registration Number:	6273581	NAVUS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	3125778265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		

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ATTORNEY DOCKET NUMBER:	387132-490
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	Kristin Brozovic
DATE SIGNED:	02/20/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2024, is made by Pet Brands Products, LLC, a Delaware limited liability company (the “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, “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 November 22, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among TPC US Parent, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 22, 2019, by the Credit Parties party thereto in favor of the Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor hereby agrees with 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. The 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 the Grantor, hereby grants to the 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 the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

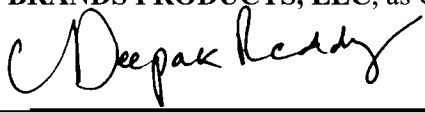
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This 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, the 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.

PET BRANDS PRODUCTS, LLC, as Grantor

By:  _____

Name: Deepak Chichili


Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By:  _____

Name: Joseph Keffer

Its: Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008349 FRAME: 0033

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Application No.	Application Date	Registration No.	Registration Date
DENTACARE	87765918	1/23/18	5550203	8/28/18
CLEAN42	87559996	8/8/17	5581972	10/9/18
COOKN' UP THE GOOD STUFF! COUNTRY KITCHEN TREATS FOR DOGS	87164880	9/8/16	5325346	10/31/17
COUNTRY KITCHEN	85163270	10/28/10	4199145	8/28/12
DENTACARE	77812102	8/25/09	3858048	10/5/10
KNOW YOUR PET	77976612	11/21/07	3600057	3/31/09
SWAGGISH	88980649	7/23/19	6324258	6/2/2020
SWAGGISH	88980648	7/23/19	6324257	4/13/2021
NAVUS	88490448	6/26/19	6273581	2/16/2021

2. TRADEMARK APPLICATIONS

None.