

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Animal Supply Company LLC		12/15/2016	Limited Liability Company: WASHINGTON

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street, 11th Floor
Internal Address:	MC#TX1-492-11-23, Attn: Mark Porter
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4870471	DELIVERING SUCCESS
Registration Number:	4803272	ANIMAL SUPPLY CO. DELIVERING SUCCESS
Registration Number:	4794910	INTEGRITY
Registration Number:	4872010	LOCAL EVERYWHERE
Registration Number:	3774094	ANIMAL FOOD WAREHOUSE
Registration Number:	3915390	INTEGRITY
Registration Number:	3915391	INTEGRITY PET PRODUCTS
Registration Number:	4897393	THE JEWISHNESS OF JESUS
Registration Number:	3273808	NATURE'S CAFE
Registration Number:	4988054	NATURE'S CAFÉ CHICKEN ESSENTIALS
Registration Number:	4988055	NATURE'S CAFÉ WILD BIRD ESSENTIALS
Registration Number:	4988053	NATURE'S CAFÉ ESSENTIALS FOR SMALL ANIMA
Registration Number:	3710719	PET SUPPLY LINK
Registration Number:	4987395	EST. 1987 PETZOO ALASKA
Registration Number:	3691319	ANIMAL SUPPLY CO. EST. 1987
Registration Number:	0053327	
Registration Number:	3912477	WHEAT SAND
Registration Number:	4351623	SUPPORTING NEIGHBORHOOD PET RETAILERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4455959	INTEGRITY NATURAL CAT LITTER
Registration Number:	3992944	PETZOO EXCLUSIVELY ALASKAN
Registration Number:	4455958	INTEGRITY NATURAL CAT LITTER
Registration Number:	4000408	INTEGRITY
Registration Number:	4000407	INTEGRITY PET PRODUCTS
Registration Number:	4694183	ROGUE RIVER NATURALS
Registration Number:	4987391	ROGUE RIVER NATURALS
Serial Number:	85874500	NEIGHBORHOOD PET PRODUCTS
Registration Number:	4766783	NEIGHBORHOOD PET PRODUCTS
Serial Number:	86622749	NEIGHBORHOOD PET PRODUCTS
Registration Number:	4618107	BASIL & BAXTER'S BAKERY
Registration Number:	4618108	BASIL & BAXTER'S BAKERY B & B
Registration Number:	4614615	IT HAPPENS
Serial Number:	85874878	SUPPORTING NEIGHBORHOOD PET RETAILERS
Registration Number:	4430004	ESSENTIAL DELIGHTS
Registration Number:	3947573	RFG DISTRIBUTING INC.
Registration Number:	3947557	RFG DISTRIBUTING INC.
Serial Number:	86784034	NEIGHBORHOOD PET
Serial Number:	86784035	NEIGHBORHOOD PET

CORRESPONDENCE DATA

Fax Number: 2142207716

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: 2146617348

Email: dharrell@velaw.com

Correspondent Name: Denice Harrell

Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 3700

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Denice Harrell

SIGNATURE: /Denice Harrell/

DATE SIGNED: 03/21/2017

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2016 (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 Borrower subject to the terms and conditions set forth in the Loan Agreement. The obligation of Lenders to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from such extension of credit pursuant to the Loan Agreement and is willing to execute and deliver this Agreement in order to induce Lenders to extend such credit. 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.

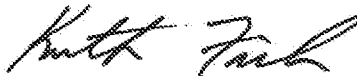
[Signature Pages Follow]

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: Kenneth Fish

Title: Chief Financial Officer and
Secretary

ACCEPTED AND AGREED:




AGENT:


BANK OF AMERICA, N.A., as Agent

By: 
Name: MARK BATCHEL
Title: SVP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations and Applications

Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Owner	Cutout Status	Next Action Date
DELIVERING SUCCESS United States	Serial No.: 86/622,824 Reg. No.: 4870471	Filing Date: 05/07/2015 Reg. Date: 12/15/2015	Animal Supply Company LLC	Registered	§§ 8 & 15: 12/15/2021 Renewal: 12/15/2025
DELIVERING SUCCESS Canada	App. No.: 1,740,308	Filing Date: 08/04/2015	Animal Supply Company LLC	Allowed	Declaration of Use: 08/04/2018
DELIVERING SUCCESS Mexico	App. No.: 1642748	Filing Date: 08/07/2015	Animal Supply Company LLC	Pending (Awaiting examination)	N/A
 United States	Serial No.: 86/503,695 Reg. No.: 4,803,272	Filing Date: 01/14/2015 Reg. Date: 09/01/2015	Animal Supply Company LLC	Registered (Principal Register)	§§ 8 & 15: 09/01/2021 Renewal: 09/01/2025
 Mexico	App. No.: 1591319 Reg. No.: 1576992	Filing Date: 03/23/2015 Reg. Date: 10/02/2015	Animal Supply Company LLC	Registered	Renewal: 03/23/2025
 Canada	App. No.: 1,720,277	Filing Date: 03/20/2015	Animal Supply Company LLC	Allowed	Declaration of Use: 03/20/2018
INTEGRITY United States	Serial No.: 86/503,682 Reg. No.: 4,794,910	Filing Date: 01/14/2015 Reg. Date: 08/18/2015	Animal Supply Company LLC	Registered	§§ 8 & 15: 08/18/2021 Renewal: 08/18/2025

INTEGRITY Canada	App. No.: 1,720,276	Filing Date: 03/20/2015	Animal Supply Company LLC	Published	N/A
INTEGRITY Mexico	App. No.: 1591321 Reg. No.: 1550470	Filing Date: 03/23/2015 Reg. Date: 06/25/2015	Animal Supply Company LLC	Registered	Renewal: 03/23/2025
INTEGRITY Mexico	App. No.: 1591320 Reg. No.: 1550469	Filing Date: 03/23/2015 Reg. Date: 06/25/2015	Animal Supply Company LLC	Registered	Renewal: 03/23/2025
LOCAL EVERYWHERE United States	Serial No.: 86/557,616 Reg. No.: 4872010	Filing Date: 03/09/2015 Reg. Date: 12/15/2015	Animal Supply Company LLC	Registered	§§ 8 & 15: 12/15/2021 Renewal: 12/15/2025
LOCAL EVERYWHERE Canada	App. No.: 1,744,918	Filing Date: 09/08/2015	Animal Supply Company LLC	Pending (Office Action Response Filed)	N/A
LOCAL EVERYWHERE Mexico	App. No.: 1654722 Reg. No.: 1592442	Filing Date: 09/08/2015 Reg. Date: 11/24/2015	Animal Supply Company LLC	Registered	Renewal: 09/08/2025
 United States	Serial No.: 77/670,617 Reg. No.: 3,774,094	Filing Date: 02/13/2009 Reg. Date: 04/13/2010	Animal Supply Company LLC	Registered (Principal Register)	§§ 8 & 15: 04/13/2016 Renewal: 04/13/2020
INTEGRITY United States	Serial No.: 77/021,220 Reg. No.: 3,915,390	Filing Date: 10/13/2006 Reg. Date: 02/08/2011	Animal Supply Company LLC	Registered (Principal Register)	§§ 8 & 15: 02/08/2017 Renewal: 02/08/2021
INTEGRITY PET PRODUCTS United States	Serial No.: 77/021,233 Reg. No.: 3,915,391	Filing Date: 10/13/2006 Reg. Date: 02/08/2011	Animal Supply Company LLC	Registered (Principal Register)	§§ 8 & 15: 02/08/2017 Renewal: 02/08/2021
INTEGRITY NATURAL CAT LITTER United States	Serial No.: 86/784,030 Reg. No.: 4897393	Filing Date: 10/09/2015 Reg. Date: 06/28/2016	Animal Supply Company LLC	Registered	§§ 8 & 15: 06/28/2022 Renewal: 06/28/2026
NATURE'S CAFE United States	Serial No.: 77/021,225 Reg. No.: 3,273,808	Filing Date: 10/13/2006 Reg. Date: 08/07/2007	Animal Supply Company LLC	Registered (Principal Register)	Renewal: 08/07/2017

 United States	Serial No.: 86/795,288 Reg. No.: 4988054	Filing Date: 10/21/2015 Reg. Date: 06/28/2016	Animal Supply Company LLC	Registered	§§ 8 & 15: 06/28/2022 Renewal: 06/28/2026
 United States	Serial No.: 86/795,289 Reg. No.: 4988055	Filing Date: 10/21/2015 Reg. Date: 06/28/2016	Animal Supply Company LLC	Registered	§§ 8 & 15: 06/28/2022 Renewal: 06/28/2026
 United States	Serial No.: 86/795,282 Reg. No.: 4988053	Filing Date: 10/21/2015 Reg. Date: 06/28/2016	Animal Supply Company LLC	Registered	§§ 8 & 15: 06/28/2022 Renewal: 06/28/2026
PET SUPPLY LINK United States	Serial No.: 77/706,276 Reg. No.: 3,710,719	Filing Date: 04/03/2009 Reg. Date: 11/10/2009	Animal Supply Company LLC	Registered (Supplemental Register)	Renewal: 11/10/2019
 United States	Serial No.: 86/784,040 Reg. No.: 4987395	Filing Date: 10/09/2015 Reg. Date: 06/28/2016	Animal Supply Company LLC	Pending (Awaiting examination) Registered	§§ 8 & 15: 06/28/2022 Renewal: 06/28/2026

<p>Animal Supply Co. est 1987 & Design United States</p> 	<p>Serial No.: 77/553,542 Reg. No.: 3,691,319</p>	<p>Filing Date: 08/22/2008 Reg. Date: 10/6/2009</p>	<p>Animal Supply Company LLC</p>	<p>Registered (Principal Register)</p>	<p>Renewal: 10/05/2019</p>
<p>ANIMAL SUPPLY CO. Washington State Registration</p>	<p>53327</p>	<p>05/11/2009</p>	<p>Animal Supply Company LLC</p>	<p>Registered (Renewed 4/4/2014)</p>	<p>Renewal: 05/11/2019</p>
<p>WHEAT SAND United States</p>	<p>Serial No.: 77/767,773 Reg. No.: 3,912,477</p>	<p>Filing Date: 06/25/2009 Reg. Date: 01/25/2011</p>	<p>Animal Supply Company LLC</p>	<p>Registered (Supplemental Register)</p>	<p>§§ 8 & 15: 01/25/2017 Renewal: 01/25/2021</p>
<p>SUPPORTING NEIGHBORHOOD PET RETAILERS United States</p> 	<p>Serial No.: 85/696,148 Reg. No.: 4,351,623</p>	<p>Filing Date: 08/08/2012 Reg. Date: 06/11/2013</p>	<p>Animal Supply Company LLC</p>	<p>Registered (Principal Register)</p>	<p>§§ 8 & 15: 06/11/2019 Renewal: 06/11/2023</p>
<p>INTEGRITY NATURAL CAT LITTER United States</p> 	<p>Serial No.: 85/671,601 Reg. No.: 4,455,959</p>	<p>Filing Date: 07/09/2012 Reg. Date: 12/24/2013</p>	<p>Animal Supply Company LLC</p>	<p>Registered (Principal Register)</p>	<p>§§ 8 & 15: 12/24/2019 Renewal: 12/24/2023</p>
<p>PET ZOO EXCLUSIVELY ALASKAN United States</p> 	<p>Serial No.: 85/174,335 Reg. No.: 3,992,944</p>	<p>Filing Date: 11/11/2010 Reg. Date: 07/12/2011</p>	<p>Animal Supply Company LLC</p>	<p>Registered (Principal Register)</p>	<p>§§ 8 & 15: 07/12/2017 Renewal: 07/12/2021</p>

INTEGRITY NATURAL CAT LITTER United States	Serial No.: 85/671,594 Reg. No.: 4,455,958	Filing Date: 07/09/2012 Reg. Date: 12/24/2013	Animal Supply Company LLC	Registered (Principal Register)	§§ 8 & 15: 12/24/2019 Renewal: 12/24/2023
INTEGRITY United States	Serial No.: 77/980,289 Reg. No.: 4,000,408	Filing Date: 10/13/2006 Reg. Date: 07/26/2011	Animal Supply Company LLC	Registered (Principal Register)	§§ 8 & 15: 07/26/2017 Renewal: 07/26/2021
INTEGRITY PET PRODUCTS United States	Serial No.: 77/980,288 Reg. No.: 4,000,407	Filing Date: 10/13/2006 Reg. Date: 07/26/2011	Animal Supply Company LLC	Registered (Principal Register)	§§ 8 & 15: 07/26/2017 Renewal: 07/26/2021
ROGUE RIVER NATURALS United States 	Serial No.: 86/073,449 Reg. No.: 4,694,183	Filing Date: 09/24/2013 Reg. Date: 03/03/2015	Animal Supply Company LLC	Registered (Principal Register)	§§ 8 & 15: 03/03/2021 Renewal: 03/03/2025
ROGUE RIVER NATURALS United States	Serial No.: 86/784,026 Reg. No.: 4987391	Filing Date: 10/09/2015 Reg. Date: 06/28/2016	Animal Supply Company LLC	Registered	§§ 8 & 15: 06/28/2022 Renewal: 06/28/2026
NEIGHBORHOOD PET PRODUCTS United States	Serial No.: 85/874,500	Filing Date: 03/13/2013	Animal Supply Company LLC	Allowed	Statement of Use: 02/18/2017
NEIGHBORHOOD PET PRODUCTS United States	Serial No.: 85/983,381 Reg. No.: 4,766,783	Filing Date: 03/13/2013 Reg. Date: 07/07/2015	Animal Supply Company LLC	Registered	§§ 8 & 15: 07/07/2021 Renewal: 07/07/2025
NEIGHBORHOOD PET PRODUCTS United States	Serial No.: 86/622,749	Filing Date: 05/07/2015	Animal Supply Company LLC	Allowed	Statement of Use: 06/14/2017
BASIL & BAXTER'S BAKERY United States	Serial No.: 85/810,216 Reg. No.: 4,618,107	Filing Date: 12/25/2012 Reg. Date: 10/07/2014	Animal Supply Company LLC	Registered (Principal Register)	§§ 8 & 15: 10/07/2020 Renewal: 10/07/2024

<p>BASIL & BAXTER'S BAKERY B & B</p> <p>United States</p> 	<p>Serial No.: 85/810,218</p> <p>Reg. No.: 4,618,108</p>	<p>Filing Date: 12/25/2012</p> <p>Reg. Date: 10/07/2014</p>	<p>Animal Supply Company LLC</p>	<p>Registered (Principal Register)</p>	<p>§§ 8 & 15: 10/07/2020</p> <p>Renewal: 10/07/2024</p>
<p>IT HAPPENS</p> <p>United States</p>	<p>Serial No.: 85/923,791</p> <p>Reg. No.: 4,614,615</p>	<p>Filing Date: 05/06/2013</p> <p>Reg. Date: 09/30/2014</p>	<p>Animal Supply Company LLC</p>	<p>Registered (Principal Register)</p>	<p>§§ 8 & 15: 09/30/2020</p> <p>Renewal: 09/30/2024</p>
<p>SUPPORTING NEIGHBORHOOD PET RETAILERS</p> <p>United States</p> 	<p>Serial No.: 85/874,878</p>	<p>Filing Date: 03/13/2013</p>	<p>Animal Supply Company LLC</p>	<p>Allowed</p>	<p>Statement of Use: 02/18/2017</p>
<p>ESSENTIAL DELIGHTS</p> <p>United States</p>	<p>Serial No.: 85/815,524</p> <p>Reg. No.: 4,430,004</p>	<p>Filing Date: 05/21/2013</p> <p>Reg. Date: 11/5/2013</p>	<p>Animal Supply Company LLC</p>	<p>Registered (Principal Register)</p>	<p>§§ 8 & 15: 11/05/2019</p> <p>Renewal: 11/05/2023</p>
 <p>United States</p>	<p>Serial No.: 85/109,795</p> <p>Registration No.: 3,947,573</p>	<p>Filing Date: 08/17/2010</p> <p>Registration Date: 04/19/2011</p>	<p>Animal Supply Company LLC</p>	<p>Registered</p>	<p>§§ 8 & 15: 04/19/2017</p> <p>Renewal: 04/19/2021</p>

RFG DISTRIBUTING, INC. United States	Serial No.: 85/109,626 Registration No.: 3,947,557	Filing Date: 08/17/2010 Registration Date: 04/19/2011	Animal Supply Company LLC	Registered	§§ 8 & 15: 04/19/2017 Renewal: 04/19/2021
NEIGHBORHOOD PET United States	Serial No.: 86/784,034	Filing Date: 10/09/2015	Animal Supply Company LLC	Allowed	Statement of Use: 02/28/2017
NEIGHBORHOOD PET United States	Serial No.: 86/784,035	Filing Date: 10/09/2015	Animal Supply Company LLC	Allowed	Statement of Use: 02/28/2017
NEIGHBORHOOD PET PRODUCTS Canada	App. No.: 1,740,309	Filing Date: 08/04/2015	Animal Supply Company LLC	Pending (Office Action Response Filed)	N/A