

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420640

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900396670		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE RIVER PETCARE GROUP, LLC		02/28/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 West Monroe Street		
Internal Address:	5th Floor West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4901237	BLUE RIVER PETCARE	
Registration Number:	4895096	BRP BLUE RIVER PETCARE	
Serial Number:	87289035	BLUE RIVER PETCARE	
Serial Number:	87288925	BLUE RIVER PETCARE	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	David F. Hayes		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	David F. Hayes		
SIGNATURE:	/David F. Hayes/		
DATE SIGNED:	03/22/2017		

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2017, is made by **BLUE RIVER PETCARE GROUP, LLC**, an Illinois limited liability company (the "**Grantor**"), in favor of **BMO HARRIS BANK N.A., a national banking association**, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated on or about the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Grantor, certain Subsidiaries of the Grantor (together with the Grantor, individually each a "**Borrower**" and collectively, the "**Borrowers**"), BLUE RIVER PETCARE, L.L.C., a Delaware limited liability company ("**Holdings**"), BLUE RIVER PARTNERS MANAGEMENT, L.L.C., a Delaware limited liability company ("**Management Company**"), the Administrative Agent on behalf of itself and the several financial institutions from time to time party thereto (the "**Lenders**") and the Lenders, 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 Borrowers, Holdings and Management Company are party to a General Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**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 Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the 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. 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, hereby grants to the Administrative 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 such 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.

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 Administrative Agent pursuant to the Security Agreement and the 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 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.

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 its 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, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

[SIGNATURE PAGE TO 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.

GRANTOR:

**BLUE RIVER PETCARE GROUP,
LLC, an Illinois limited liability company**

By: 

Name: Daniel H. Blumenthal

Title: Chief Executive Officer and
President

[Signatures continued on following page]


Signature Page to Trademark Security Agreement

TRADEMARK

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ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A., as
Administrative Agent

By: 
Name: Leonor Medina
Title: Vice President


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006016 FRAME: 0505

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED U.S. FEDERAL TRADEMARKS

<u>Grantor</u>	<u>Status</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Blue River PetCare Group, LLC	Registered	BlueRiverPetCare	4,901,237	02/16/2016
Blue River PetCare Group, LLC	Registered	 BRP Blue River PetCare	4,895,096	02/02/2016

2. U.S. FEDERAL TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Status</u>	<u>Serial Number</u>	<u>Application Date</u>
Blue River PetCare Group, LLC	Pending Review	SN 87289035	01/04/2017
Blue River PetCare Group, LLC	Pending Review	SN 87288925	01/04/2017