

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BestCo LLC		12/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Adams Street Credit Advisors LP, as Administrative Agent		
Street Address:	One North Wacker Drive, Suite 2200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4782635	DREAMCHEWS	
Registration Number:	4423361	FLAVOR CHEWS	
Registration Number:	4408614	CHEWY NOT CHALKY	
Registration Number:	2754090	BESTHEALTH	
Registration Number:	2750886	BESTSWEET	
Serial Number:	87657018	SOUNDHEALTH	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	30024 / 006		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		

CH \$165.00 4782635

DATE SIGNED:	12/18/2017
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Total Attachments: 5

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS GRANTED TO SECOND LIEN AGENT (AS DEFINED BELOW), THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE PARTIES HERETO ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 15, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "FIRST LIEN INTERCREDITOR AGREEMENT"), BY AND BETWEEN CAPITAL ONE, NATIONAL ASSOCIATION, AS "FIRST LIEN AGENT", AND ADAMS STREET CREDIT ADVISORS LP, AS "SECOND LIEN AGENT". IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Adams Street Credit Advisors LP, a Delaware limited partnership ("Adams Street"), 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) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 15, 2017, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders from time to time party thereto, Adams Street as Administrative 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, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of December 15, 2017, in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Lien 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, each 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 Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and 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 pending and registered Trademarks referred to on Schedule 1 hereto;
- (b) all renewals 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. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Second Lien 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 5. Governing Law. This Second Lien 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, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BESTCO LLC, a Delaware limited liability company, as Grantor

By: BESTCO HOLDCO, INC., its sole member

By: 

Name: Andrew B. Hochman

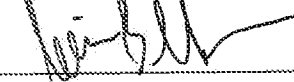
Title: Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

ADAMS STREET CREDIT ADVISORS LP,
as Administrative Agent

By: Adams Street Credit Advisors GP LLC, its general partner

By: Adams Street Partners, LLC, its member

By:  _____

Name: William B. Sacher

Title: Partner

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Applications and Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
SOUND HEALTH	87657018	10/24/17	N/A	N/A	Pending	BestCo LLC
DREAMCHEWS	86102918	10/28/13	4782635	7/28/15	Registered	BestCo LLC
FLAVOR CHEWS	85921832	85921832	4423361	10/22/13	Registered	BestCo LLC
CHEWY NOT CHALKY	85815367	1/4/13	4408614	9/24/13	Registered	BestCo LLC
BESTHEALTH	76351672	12/21/01	2754090	8/19/03	Renewed (Registered)	BestCo LLC
BESTSWEET	76170057	11/22/00	2750886	8/12/03	Renewed (Registered)	BestCo LLC