

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Animal Supply Company LLC		05/14/2018	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BDC, INC., AS COLLATERAL AGENT		
Street Address:	1 AMERICAN LANE		
City:	GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4489406	SIMPLY FRESH	
Registration Number:	4823054	SIMPLY FRESH	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Winfield B. Martin of Perkins Coie LLP		
Address Line 1:	1201 THIRD AVENUE, SUITE 4900		
Address Line 4:	SEATTLE, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	72145-4000		
NAME OF SUBMITTER:	Winfield B. Martin		
SIGNATURE:	/Winfield B. Martin/		
DATE SIGNED:	05/30/2018		
Total Attachments: 3			
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OP \$65.00 4489406

ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Animal Supply Company LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of December 15, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Goldman Sachs BDC, Inc., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

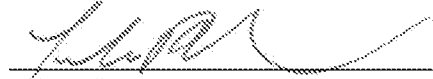
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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 WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May __, 2018.

ANIMAL SUPPLY COMPANY LLC

By: 
Name: Trisha Rosado
Title: CFO

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Animal Supply Company LLC

Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Owner	Cutout Status	Next Action Date
SIMPLY FRESH United States	Serial No.: 85/778,210 Reg. No.: 4,489,406	Filing Date: 11/13/2012 Reg. Date: 02/25/2014	Animal Supply Company LLC	Registered (Principal Register)	§§ 8 & 15: 02/25/2020 Renewal: 02/25/2024
SIMPLY FRESH United States	Serial No.: 86/234,535 Reg. No.: 4,823,054	Filing Date: 03/27/2014 Reg Date: 09/29/2015	Animal Supply Company LLC	Registered (Principal Register)	§§ 8 & 15: 09/29/2021 Renewal: 09/26/2025