

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475971

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Animal Supply Company LLC		05/14/2018	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	6610 ROCKLEDGE DRIVE, 6TH FLOOR		
<b>Internal Address:</b>	MD 2-600-06-13		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20817-1876		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4489406	SIMPLY FRESH	
<b>Registration Number:</b>	4823054	SIMPLY FRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Winfield B. Martin of Perkins Coie LLP		
<b>Address Line 1:</b>	1201 THIRD AVENUE, SUITE 4900		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	72145-4000		
<b>NAME OF SUBMITTER:</b>	Winfield B. Martin		
<b>SIGNATURE:</b>	/Winfield B. Martin/		
<b>DATE SIGNED:</b>	05/30/2018		
<b>Total Attachments: 5</b> source=DOC000#page1.tif			

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May \_\_\_\_, 2018 (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: Trisha Rosado  
Title: CFO

ACCEPTED AND AGREED:

AGENT:

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED:

AGENT:

BANK OF AMERICA, N.A., as Agent

By:   
Name: MARK FORTER  
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
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