

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475867

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement No. 1 to Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KRISER'S FEEDING PETS FOR LIFE, LLC		05/29/2018	Limited Liability Company: DELAWARE
ESPECIALLY FOR PETS, LLC		05/29/2018	Limited Liability Company: DELAWARE
WHOLE PET CENTRAL, LLC		05/29/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT BANK, N.A.		
<b>Street Address:</b>	11 West 42nd Street		
<b>Internal Address:</b>	13th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3519397	WHOLE PET CENTRAL WHERE HEALTHY FOOD COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	elizabeth.burkhard@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Ave.		
<b>Address Line 2:</b>	11th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	143452.00018		
<b>NAME OF SUBMITTER:</b>	Laura O'Brien		
<b>SIGNATURE:</b>	/Laura O'Brien/		
<b>DATE SIGNED:</b>	05/30/2018		

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**Total Attachments: 5**

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SUPPLEMENT NO. 1 TO  
GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This SUPPLEMENT NO. 1 TO GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, this “Supplement”), dated as of May 29, 2018, is made by KRISER’S FEEDING PETS FOR LIFE, LLC, a Delaware limited liability company with its chief executive office at 1906 Olympic Boulevard, Santa Monica, CA 90404, ESPECIALLY FOR PETS, LLC, a Delaware limited liability company with its chief executive office at 1185 Chestnut Street, Newton, MA 02464 (each an “Existing Grantor” and, together, the “Existing Grantors”), and WHOLE PET CENTRAL, LLC, a Delaware limited liability company (the “New Grantor”, and, together with the Existing Grantors, each a “Grantor” and together, the “Grantors”) in favor of CIT BANK, N.A., with offices at 11 West 42<sup>nd</sup> Street, 13<sup>th</sup> Floor, New York, NY 10036, as administrative agent and collateral agent for the Lenders (in such capacity, the “Agent”) pursuant to that certain (i) Grant of Security Interest in United States Trademarks, dated as of December 22, 2017, made by the Existing Grantors in favor of the Agent and as recorded with the United States Patent and Trademark Office on January 30, 2018 at Reel 6260, Frame 0409 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the “Trademark Security Agreement”), (ii) Credit Agreement, dated as of December 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Independent Pet Partners Intermediate Holdings, LLC, a Delaware limited liability company (“IPP Intermediate”), as the Borrower Representative and, together with the Existing Grantors and Pet Life, LLC, a Delaware limited liability company, as borrowers, the Guarantors (as defined therein), the Lenders (as

defined therein) from time to time party thereto and the Agent, (iii) Security Agreement, dated as of December 22, 2017, executed and delivered by, among others, each Existing Grantor in favor of the Agent in connection with the Credit Agreement (as amended, restated supplemented or otherwise modified from time to time, the “Security Agreement”) under which each Existing Grantor pledged and granted to the Agent, for the benefit of itself and the Credit Parties, a continuing security interest in, among other things, all of each Existing Grantor’s Intellectual Property, and (iv) Joinder to Loan Documents, dated as of May 29, 2018, among IPP Intermediate, as the Borrower Representative, the New Grantor as the New Borrower (as defined therein) and the Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Security Agreement.

Each Grantor hereby confirms the grant to the Agent, for the benefit of itself and the Credit Parties, set forth in the Trademark Security Agreement of, and does hereby grant to the Agent, for the benefit of itself and the Credit Parties, a continuing security interest in and Lien upon all of such Grantor’s right, title and interest in and to its respective Trademarks. Each Grantor hereby agrees that the attached Schedule A shall constitute part of and an addition to Schedule A to the Trademark Security Agreement.

The undersigned hereby ratify and confirm all of the terms and provisions of the Trademark Security Agreement, as amended hereby, and agree and confirm that, except as expressly amended hereby, all of the terms and provisions of the Trademark Security Agreement remain in full force and effect. This Supplement constitutes an amendment to and modification of the Trademark Security Agreement.

This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which

taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Supplement by telecopier, facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Supplement.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, each Grantor has caused this Supplement No. 1 to Grant of Security Interest in United States Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**EXISTING GRANTORS:**

**KRISER'S FEEDING PETS FOR LIFE, LLC**

By: Michael E Foss  
Name: Michael E. Foss  
Title: Managing Director, Chief  
Financial Officer and Treasurer

**ESPECIALLY FOR PETS, LLC**

By: Michael E Foss  
Name: Michael E. Foss  
Title: Managing Director, Chief  
Financial Officer and Treasurer

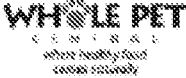
**NEW GRANTOR:**

**WHOLE PET CENTRAL, LLC**

By: Michael E Foss  
Name: Michael E. Foss  
Title: Managing Director, Chief  
Financial Officer and Treasurer

SCHEDULE A

United States Trademarks

<u>Trademarks</u>	<u>Owner</u>	<u>Application/Registration Date</u>	<u>Status</u>	<u>Registration No.</u>
 <p>WHOLE PET CENTRAL where healthy feet create harmony</p>	Whole Pet Central, LLC	October 21, 2008	Registered	3519397