

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pestell Pet Products Inc.		06/01/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W Monroe St		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5384893	PAW THAW	
Registration Number:	5024756	FRESH START	
Registration Number:	4643291	PURRFECT SCENTS	
Registration Number:	4566272	LIFEMATE	
Registration Number:	3743813	EASY CLEAN	
Registration Number:	2724602	CLEAR CHOICE	
Registration Number:	2042455	SUPER CLUMP	
Registration Number:	1773118	PET'S PAL	
Serial Number:	85843922	EASYCAT	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-490		

CH \$240.00 5384893

NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/18/2018
Total Attachments: 5 source=Pestell - Trademark Security Agreement- U.S. - PET#page1.tif source=Pestell - Trademark Security Agreement- U.S. - PET#page2.tif source=Pestell - Trademark Security Agreement- U.S. - PET#page3.tif source=Pestell - Trademark Security Agreement- U.S. - PET#page4.tif source=Pestell - Trademark Security Agreement- U.S. - PET#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2018, is made the undersigned (the “Grantor”), in favour of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 1, 2018 (as the same may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, 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, Grantor has agreed, pursuant to a Guarantee and Security Agreement, dated as of June 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Security Agreement”), in favour of the Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guarantee and 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, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 Grantor's reasonable business judgment, in connection with its Trademarks and IP Licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guarantee and Security Agreement.

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.

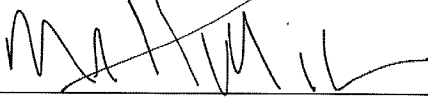
Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the state of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

PESTELL PET PRODUCTS INC., as Grantor

By: 

Name: Matt Miller

Title: Chief Executive Officer

Trademark Security Agreement (Pestell)

TRADEMARK
REEL: 006440 FRAME: 0285

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: Colin W. Torrance

Name: Colin Torrance

Its: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
PAW THAW	87489279	6/14/2017	5384893	1/23/2018
FRESH START	86855624	2/20/2013	5024756	8/23/2016
PURRFECT SCENTS	85855626	2/20/2013	4643291	11/25/2014
LIFEMATE	85807973	12/20/2012	4566272	7/15/2014
EASY CLEAN	77631782	12/12/2008	3743813	2/2/2010
CLEAR CHOICE	75744545	7/7/1999	2724602	6/10/2003
SUPER CLUMP	74537719	6/14/1994	2042455	3/4/1997
PET'S PAL	74242431	1/31/1992	1773118	5/25/1993

Trademarks Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date
EASYCAT	85843922	2/7/2013	N/A	N/A