

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 2 to Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kriser's Feeding Pets for Life, LLC		11/20/2018	Limited Liability Company: DELAWARE
Especially for Pets, LLC		11/20/2018	Limited Liability Company: DELAWARE
Whole Pet Central, LLC		11/20/2018	Limited Liability Company: DELAWARE
Natural Pawz, LLC		11/20/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Bank, N.A.		
Street Address:	11 West 42nd Street		
Internal Address:	13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3895807		
Registration Number:	3718921	NATURAL PAWZ	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	143452.00018		

OP \$65.00 3895807

NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	11/20/2018
Total Attachments: 6 source=Supplement No. 2 to Grant of Security Interest#page1.tif source=Supplement No. 2 to Grant of Security Interest#page2.tif source=Supplement No. 2 to Grant of Security Interest#page3.tif source=Supplement No. 2 to Grant of Security Interest#page4.tif source=Supplement No. 2 to Grant of Security Interest#page5.tif source=Supplement No. 2 to Grant of Security Interest#page6.tif	

SUPPLEMENT NO. 2 TO
GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This SUPPLEMENT NO. 2 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 November 20, 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, WHOLE PET CENTRAL, LLC, a Delaware limited liability company with its chief executive office at 1306 East Gude Drive, Rockville, MD 20850 (each an “Existing Grantor” and, together, the “Existing Grantors”), and NATURAL PAWZ, LLC, a Delaware limited liability company with its chief executive office at 33 Irving Place, Suite 3018, New York, NY 10003 (the “New Grantor” and, together with the Existing Grantors, the “Grantors” and each a “Grantor”) in favor of CIT BANK, N.A., with offices at 11 West 42nd Street, 13th 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, including without limitation by that certain Supplement No. 1 to Grant of Security Interest in United States Trademarks dated as of May 29, 2018, the “Trademark Security Agreement”), (ii) Credit Agreement, dated as of December 22, 2017 (as amended, including without limitation by that

certain First Amendment to Credit Agreement dated as of the date hereof, restated, supplemented, including by way of that certain Joinder to Loan Documents dated as of May 29, 2018, 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 other 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 the date hereof, among IPP Intermediate, as the Borrower Representative, the New Grantor and Pet Source, LLC, a Delaware limited liability company, as the New Borrowers (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. 2 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

WHOLE PET CENTRAL, LLC

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


NEW GRANTOR:

NATURAL PAWZ, 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>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>
	Natural Pawz, LLC	December 28, 2010	Registered	3895807
NATURAL PAWZ	Natural Pawz, LLC	December 1, 2009	Registered	3718921