

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500562

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PETCUREAN PET FOODS LTD.		11/27/2018	Corporation: CANADA

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL
Street Address:	595 Burrard Street
Internal Address:	6th Floor
City:	Vancouver, British Columbia
State/Country:	CANADA
Postal Code:	V7X 1L7
Entity Type:	National Banking Association: CANADA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5144830	ENDLESS VALLEY
Registration Number:	5144831	FREE ACRES
Registration Number:	5144794	GATHER
Registration Number:	3783158	GO!
Registration Number:	4453684	GO! DAILY DEFENCE
Registration Number:	4363124	GO! FIT + FREE
Registration Number:	4363126	GO! REFRESH + RENEW
Registration Number:	4363125	GO! SENSITIVITY + SHINE
Registration Number:	5000966	NOURISH FOR LIFE
Registration Number:	4953736	NOURISHING THE ONES WE LOVE, FOR LIFE
Registration Number:	5174126	NOURISHING THE ONES WE LOVE, FOR LIFE
Registration Number:	3623551	NOW
Registration Number:	4227062	NOW FRESH
Registration Number:	2927272	PETCUREAN
Registration Number:	4453640	PETCUREAN SUMMIT
Registration Number:	4680544	SAVOUR EVERY MOMENT
Registration Number:	5047869	SPIKE
Registration Number:	5083211	SPIKE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5144795	WILD OCEAN
Serial Number:	87869513	WE MAKE A FOOD FOR THAT

CORRESPONDENCE DATA

Fax Number: 8165317545

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.

Phone: 816-460-2400

Email: trademarks.us@dentons.com

Correspondent Name: Dentons US LLP

Address Line 1: 233 South Wacker Drive Suite 7800

Address Line 2: P.O. Box 061080

Address Line 4: CHICAGO, ILLINOIS 60606-1080

NAME OF SUBMITTER:	BRIAN R. MCGINLEY
SIGNATURE:	/brm/
DATE SIGNED:	12/04/2018

Total Attachments: 4

source=Petcarean - U.S. Trademark Security Agreement (EXECUTED)#page1.tif

source=Petcarean - U.S. Trademark Security Agreement (EXECUTED)#page2.tif

source=Petcarean - U.S. Trademark Security Agreement (EXECUTED)#page3.tif

source=Petcarean - U.S. Trademark Security Agreement (EXECUTED)#page4.tif

U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT dated as of November 27, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by PETCUREAN PET FOODS LTD., a corporation existing under the laws of British Columbia (the “Grantor”), in favor of Bank of Montreal, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of November 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PCN NEWCO HOLDINGS INC., a corporation existing under the laws of British Columbia (“Newco”; together with its successors and permitted assigns, including but not limited to, successors by way of amalgamation, the “Borrower”), PCN MIDCO HOLDINGS INC., a corporation existing under the laws of British Columbia (“Holdings”), PPN USA, Inc., a Texas corporation (“US Guarantor”), the other Loan Parties from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto and the Administrative Agent and (b) the U.S. Pledge and Security Agreement dated as of November 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is a successor to Newco by way of amalgamation and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under Filing Collateral consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I hereto; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the “Trademark Collateral”). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

Section 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

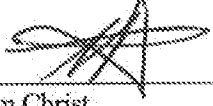
Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when

taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by email or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


PETCUREAN PET FOODS LTD.,
as Grantor

By: 
Name: William Christ
Title: Secretary and Chief Financial Officer

[Signature Page to Trademark Security Agreement (U.S.)]

TRADEMARK
REEL: 006493 FRAME: 0696

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ENDLESS VALLEY	86947181	March 21, 2016	5,144,830	February 21, 2017
FREE ACRES	86947194	March 21, 2016	5,144,831	February 21, 2017
GATHER	86938882	March 14, 2016	5,144,794	February 21, 2017
GO!	77160089	April 18, 2007	3,783,158	May 4, 2010
GO! DAILY DEFENCE	85820150	January 10, 2013	4,453,684	December 24, 2013
GO! FIT + FREE	85480850	November 25, 2011	4,363,124	July 9, 2013
GO! REFRESH + RENEW	85480873	November 25, 2011	4,363,126	July 9, 2013
GO! SENSITIVITY + SHINE	85480862	November 25, 2011	4,363,125	July 9, 2013
NOURISH FOR LIFE (services)	86410177	September 30, 2014	5,000,966	July 19, 2016
NOURISHING THE ONES WE LOVE, FOR LIFE (services)	86410224	September 30, 2014	4,953,736	May 10, 2016
NOURISHING THE ONES WE LOVE, FOR LIFE (goods)	86771124	September 28, 2015	5,174,126	April 4, 2017
NOW	77173370	May 4, 2007	3,623,551	May 19, 2009
NOW FRESH	85376570	July 20, 2011	4,227,062	October 16, 2012
PETCUREAN	76509223	April 10, 2003	2,927,272	February 22, 2005
PETCUREAN SUMMIT	85804738	December 17, 2012	4,453,640	December 24, 2013
SAVOUR EVERY MOMENT	86004704	July 8, 2013	4,680,544	February 3, 2015
SPIKE	86692484	July 14, 2015	5,047,869	September 27, 2016
	86689797	July 10, 2015	5,083,211	November 15, 2016
WILD OCEAN	86938913	March 14, 2016	5,144,795	February 21, 2017
WE MAKE A FOOD FOR THAT	87869513	April 9, 2018	N/A	N/A