

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Animal Supply Company LLC		12/17/2018	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Goldman Sachs BDC, Inc.		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88166195	INTEGRITY PET PRODUCTS	
Serial Number:	88166209	INTEGRITY PET PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<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:	2128065400		
Email:	jmann@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane, 38th Floor		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	006486/0001		
NAME OF SUBMITTER:	Jeffrey M. Mann		
SIGNATURE:	/jeffrey m. mann/		
DATE SIGNED:	01/10/2019		
Total Attachments: 3			
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ASSIGNMENT FOR SECURITY – TRADEMARKS

December 17, 2018

WHEREAS, Animal Supply Company LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of December 15, 2016 (as amended, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Goldman Sachs BDC, Inc., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

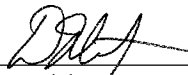
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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 WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

ANIMAL SUPPLY COMPANY LLC

By: 
Name: Donald McIntyre
Title: CEO

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Animal Supply Company LLC

Mark	Jurisdiction	Serial No./ Registration No.	Filing Date/ Registration Date	Owner	Cutout Status	Next Action Date
INTEGRITY PET PRODUCTS	United States	Serial No.: 88/166,195	Filing Date: 10/23/2018	Animal Supply Company LLC	Pending (Awaiting Examination)	N/A
INTEGRITY PET PRODUCTS	United States	Serial No.: 88/166,209	Filing Date: 10/23/2018	Animal Supply Company LLC	Pending (Awaiting Examination)	N/A