

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501840

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PSP Franchising, LLC		12/12/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Golub Capital Markets LLC, as Administrative Agent
<b>Street Address:</b>	150 S. Wacker Dr.
<b>Internal Address:</b>	Suite 800
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	88176434	PLAY ON
Serial Number:	87636665	YOU CLICK. WE FETCH.
Registration Number:	4235030	GREAT PRICES. NO BEGGING.
Serial Number:	87735226	MITTEN'S MORSELS
Registration Number:	4156851	PSP PREFERRED PET CLUB
Registration Number:	4262691	PS+
Serial Number:	87708492	PLAY ON
Registration Number:	2190176	PET SUPPLIES "PLUS"
Serial Number:	87956903	PET SUPPLIES PLUS PREFERRED PET CLUB
Registration Number:	4478851	PS+
Registration Number:	4482681	PS+
Registration Number:	4569758	PS+
Registration Number:	4700861	MISSY
Registration Number:	4714147	ROSCOE
Registration Number:	5004745	REDFORD NATURALS
Registration Number:	5014577	REDFORD NATURALS
Registration Number:	5024014	GO WILD
Registration Number:	1708560	PET SUPPLIES "PLUS"

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1712087	PET SUPPLIES PLUS
Registration Number:	5105330	ROSCOE
Registration Number:	5428827	GO WILD. R
Registration Number:	5428828	R GO WILD.
Registration Number:	5514007	PS+
Registration Number:	5487103	MINUS THE HASSLE

**CORRESPONDENCE DATA**

Fax Number: 2123548113

*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: 6463667120

Email: iprecordations@whitecase.com

Correspondent Name: Daniel Gold

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

<b>ATTORNEY DOCKET NUMBER:</b>	1182886-0054-N997
<b>NAME OF SUBMITTER:</b>	Daniel Gold
<b>SIGNATURE:</b>	/Daniel Gold/
<b>DATE SIGNED:</b>	12/12/2018

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2018, is made by PSP FRANCHISING, LLC, a Delaware limited liability company (the “Grantor”), in favor of GOLUB CAPITAL MARKETS LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative 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 December 12, 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 PET SUPPLIES “PLUS”, LLC, a Delaware limited liability company (the “Borrower”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GOLUB CAPITAL MARKETS LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, trade names, corporate names, trade dress, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith (other than any “intent-to-use” applications for which a “Statement of Use” or

“Amendment to Allege Use” with respect thereto has not been filed with the U.S. Patent and Trademark Office (but only until such statement is filed with the U.S. Patent and Trademark Office, and only to the extent, if any, and only during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such Trademark application under applicable federal law)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or 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 or future infringement, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon Facility Termination Date. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

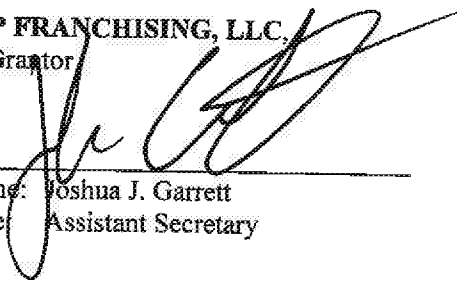
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7.      Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

PSP FRANCHISING, LLC.  
as Grantor

By:   
Name: Joshua J. Garrett  
Title: Assistant Secretary

ACCEPTED AND AGREED  
as of the date first above written:



GOLUB CAPITAL MARKETS LLC,  
as Administrative Agent

By: 




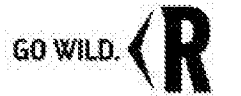
Name: Marc C. Robinson  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Country	Mark	Owner Name	Status	BMSC No.	App. No.	File Date	Reg. No.	Reg. Date
UNITED STATES	PLAY ON 	PSP Franchising, LLC	PENDING	232006-441507	88/176,434	10/31/2018	Not yet registered	Not yet registered
UNITED STATES	YOU CLICK. WE FETCH.	PSP Franchising, LLC	ALLOWED	232006-419569	87/636,665	10/6/2017	Not yet registered	Not yet registered
UNITED STATES	GREAT PRICES. NO BEGGING.	PSP Franchising, LLC	REGISTERED	232006-315968	85/397,974	8/15/2011	4,235,030	10/30/2012
UNITED STATES	MITTEN'S MORSELS	PSP Franchising, LLC	ALLOWED	232006-422941	87/735,226	12/27/2017	Not yet registered	Not yet registered
CANADA	REDFORD NATURALS	PSP Franchising, LLC	ALLOWED	232006-381305	1758885	12/10/2015	Not yet registered	Not yet registered
UNITED STATES	PSP PREFERRED PET CLUB	PSP Franchising, LLC	REGISTERED	232006-314243	85/370,208	7/13/2011	4,156,851	6/12/2012
UNITED STATES	PS+	PSP Franchising, LLC	REGISTERED	232006-332936	85/977,827	10/25/2010	4,262,691	12/18/2012
UNITED STATES	PLAY ON	PSP Franchising, LLC	PENDING	232006-422283	87/708,492	12/5/2017	Not yet registered	Not yet registered
UNITED STATES		PSP Franchising, LLC	REGISTERED	232006-314127	74/661,205	4/14/1995	2,190,176	9/22/1998
UNITED STATES	PET SUPPLIESPLUS PREFERRED PET CLUB	PSP Franchising, LLC	PENDING	232006-434238	87/956,903	6/11/2018	Not yet registered	Not yet registered
UNITED STATES	PS+	PSP Franchising, LLC	REGISTERED	232006-332864	85/747,943	10/8/2012	4,478,851	2/4/2014
UNITED STATES	PS+	PSP Franchising, LLC	REGISTERED	232006-348233	85/980,581	10/25/2010	4,482,681	2/11/2014
UNITED STATES	PS+	PSP Franchising, LLC	REGISTERED	232006-357073	85/981,980	10/25/2010	4,569,758	7/15/2014
UNITED STATES	MISSY	PSP Franchising, LLC	REGISTERED	232006-348341	86/113,269	11/8/2013	4,700,861	3/10/2015
UNITED STATES	ROSCOE	PSP Franchising, LLC	REGISTERED	232006-366695	86/975,904	10/10/2013	4,714,147	3/31/2015
UNITED STATES	REDFORD NATURALS	PSP Franchising, LLC	REGISTERED	232006-373608	86/657,465	6/10/2015	5,004,745	7/19/2016
UNITED STATES		PSP Franchising, LLC	PENDING	232006-376614	86/768,856	9/25/2015	5,014,577	Not yet registered
UNITED STATES	GO WILD	PSP Franchising, LLC	REGISTERED	232006-376615	86/733,086	8/21/2015	5,024,014	8/16/2016



UNITED STATES		PSP Franchising, LLC	REGISTERED	232006-314123	74/113,703	11/8/1990	1,708,560	8/18/1992
UNITED STATES	PET SUPPLIESPLUS	PSP Franchising, LLC	REGISTERED	232006-314128	74/113,704	11/8/1990	1,712,087	9/1/1992
UNITED STATES	ROSCOE	PSP Franchising, LLC	REGISTERED	232006-347319	86/088,041	10/10/2013	5,105,330	12/20/2016
UNITED STATES		PSP Franchising, LLC	REGISTERED	232006-376616	86/768,877	9/25/2015	5,428,827	3/20/2018
UNITED STATES		PSP Franchising, LLC	REGISTERED	232006-378441	86/768,894	9/25/2015	5,428,828	3/20/2018
UNITED STATES	PS+	PSP Franchising, LLC	REGISTERED	232006-365463	86/440,701	10/31/2014	5,514,007	7/10/2018
MEXICO	REDFORD NATURALS	PSP Franchising, LLC	REGISTERED	232006-381307	16910915	12/10/2015	1629756	4/19/2016
MEXICO	GO WILD	PSP Franchising, LLC	REGISTERED	232006-381313	16910955	12/10/2015	1629757	4/19/2016
UNITED STATES	MINUS THE HASSLE	PSP Franchising, LLC	REGISTERED	232006-394331	87/008,818	4/21/2016	5,487,103	6/5/2018
CANADA		PSP Franchising, LLC	PENDING	232006-412623	1836873	5/10/2017	Not yet registered	Not yet registered
CANADA	MITTEN'S MORSELS	PSP Franchising, LLC	PENDING	232006-432154	1896992	5/2/2018	Not yet registered	Not yet registered
CANADA	PLAY ON	PSP Franchising, LLC	PENDING	232006-433219	1899713	5/17/2018	Not yet registered	Not yet registered
MEXICO	PLAY ON	PSP Franchising, LLC	PUBLISHED	232006-433220	2053953	5/28/2018	Not yet registered	Not yet registered
MEXICO	PLAY ON	PSP Franchising, LLC	PUBLISHED	232006-433557	2053956	5/28/2018	Not yet registered	Not yet registered