

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Independent Pet Partners Intermediate Holdings, LLC		11/20/2018	Limited Liability Company: DELAWARE
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:	Wilmington Trust, National Association
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3736436	ESPECIALLY FOR PETS
Registration Number:	4338093	BARK! PAWSITIVE PETFOOD
Registration Number:	3273472	BARK!
Registration Number:	4345929	KRISER'S
Registration Number:	4600592	KRISER'S FOR YOUR PET'S ALL-NATURAL LIFE
Registration Number:	4776474	KRISER'S NATURAL PET
Registration Number:	4776475	KRISER'S NATURAL PET
Registration Number:	3316531	WYLIE WAGG
Registration Number:	3519397	WHOLE PET CENTRAL WHERE HEALTHY FOOD COM
Registration Number:	3895807	
Registration Number:	3718921	NATURAL PAWZ

CH \$290.00 3736436

CORRESPONDENCE DATA**Fax Number:** 2024083141*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:** 2024083141**Email:** jean.paterson@cscglobal.com**Correspondent Name:** CSC**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 627640**NAME OF SUBMITTER:** Jean Paterson**SIGNATURE:** /jep/**DATE SIGNED:** 02/11/2019**Total Attachments: 6**

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, in order to induce the Lenders under the Credit Agreement (as defined below) to make extensions of credit to, among others, Independent Pet Partners Intermediate Holdings, LLC, and certain of its subsidiaries, including KRISER'S FEEDING PETS FOR LIFE, LLC, ESPECIALLY FOR PETS, LLC, WHOLE PET CENTRAL, LLC, and NATURAL PAWZ, LLC, each a Delaware limited liability company with its chief executive office at 33 Irving Place, Suite 3018, New York, NY 10003 (each a "Grantor" and, together, the "Grantors") pursuant to (i) the Credit Agreement, dated as of November 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Independent Pet Partners Intermediate Holdings II, LLC, a Delaware limited liability company, as Parent, Independent Pet Partners Intermediate Holdings, LLC, a Delaware limited liability company, as Borrower, the Lenders (as defined therein), and Wilmington Trust, National Association, a national banking association, with an office at 1100 North Market Street, Wilmington, DE 19890, as administrative agent and collateral agent for the Lenders (in such capacity, the "Agent"), and (ii) the Security Agreement, dated as of November 20, 2018, executed and delivered by, among others, each 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 Grantor pledged and granted to Wilmington Trust, National Association, as Agent, a continuing security interest in all of each Grantor's Intellectual Property. Each Grantor hereby pledges and grants a continuing security interest in, to and under all of each Grantor's right, title and interest in each United States Trademark (including, without limitation, those items set forth on Schedule A attached hereto) for the benefit of the Credit Parties to secure the payment, performance and observance of the Obligations.

Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement (as applicable).

This grant of security interest in United States Trademarks (this "Grant") has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner for Trademarks record this Grant. The security interest granted hereby has been granted to the Agent for the benefit of the Credit Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant 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 when taken together shall constitute one and the same agreement. Delivery of an executed

counterpart of a signature page to this Grant by telecopier, facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Grant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 20th day of November, 2018.

KRISER'S FEEDING PETS FOR LIFE, LLC, as a Grantor

By: Michael E Foss

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

ESPECIALLY FOR PETS, LLC, as a Grantor

By: Michael E Foss

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

WHOLE PET CENTRAL, LLC, as a Grantor

By: Michael E Foss

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

NATURAL PAWZ, LLC, as a Grantor


By: Michael E Foss

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

[Signature Page to Grant of Security Interest in U.S. Trademarks]




TRADEMARK
REEL: 006556 FRAME: 0931

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent**

By: 
Name: Joseph B. Feil
Title: Vice President

SCHEDULE A

United States Trademarks

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
Especially for Pets, LLC	USA	3,736,436	01/12/10	06/01/09	 ESPECIALLY FOR PETS
Kriser's Feeding Pets for Life, LLC	USA	4338093	05/21/13	09/11/12	 Positive Petfood BARK! PAWSITIVE PETFOOD
Kriser's Feeding Pets for Life, LLC	USA	3273472	08/07/07	10/02/06	BARK! BARK!
Kriser's Feeding Pets for Life, LLC	USA	4345929	06/04/13	09/07/12	Kriser's KRISER'S
Kriser's Feeding Pets for Life, LLC	USA	4600592	09/09/14	01/17/14	 KRISER'S FOR YOUR PET'S ALL-NATURAL LIFE
Kriser's Feeding Pets for Life, LLC	USA	4776474	07/21/15	11/18/14	 KRISER'S NATURAL PET
Kriser's Feeding Pets for Life, LLC	USA	4776475	07/21/15	11/18/14	 KRISER'S NATURAL PET
Kriser's Feeding Pets for Life, LLC	USA	3316531	10/23/07	02/05/07	WYLIE WAGG WYLIE WAGG

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
Whole Pet Central, LLC	USA	3519397	10/21/08	11/29/07	
Natural Pawz, LLC	USA	3895807	12/28/10	05/17/10	
Natural Pawz, LLC	USA	3718921	12/01/09	02/08/08	NATURAL PAWZ

Schedule A to Grant of Security Interest in U.S. Trademarks

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RECORDED: 02/11/2019

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