

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PFS Holding Corporation		10/15/2019	Corporation: DELAWARE
Phillips Feed Service, Inc.		10/15/2019	Corporation: DELAWARE
Omnipet, Inc.		10/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	111 W. Monroe St., Fl. 20E		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4096246	PETFLOW	
Registration Number:	3914345	PETFLOW.COM	
Registration Number:	5741835	ENDLESS MARKETING	
Registration Number:	5388520	ENDLESS AISLES	
Serial Number:	88040552	SWITCHBOARD	
Registration Number:	4815752	THEITKIT	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	4155911000		
Email:	achan@winston.com		
Correspondent Name:	Becky L. Troutman, Esq.		
Address Line 1:	101 California St.		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	013757.00190		
NAME OF SUBMITTER:	Becky L. Troutman		

CH \$165.00 4096246

SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	10/22/2019
Total Attachments: 5 source=Phillips PFS - Supplemental IPSA (ABL)_ (64514356_3)#page1.tif source=Phillips PFS - Supplemental IPSA (ABL)_ (64514356_3)#page2.tif source=Phillips PFS - Supplemental IPSA (ABL)_ (64514356_3)#page3.tif source=Phillips PFS - Supplemental IPSA (ABL)_ (64514356_3)#page4.tif source=Phillips PFS - Supplemental IPSA (ABL)_ (64514356_3)#page5.tif	

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 15, 2019, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of Bank of Montreal, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of January 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Revolving Credit Agreement (as such term is defined in the Security Agreement)), each Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to, without limitation, all of (i) its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, and (ii) its Copyrights and Copyright applications, including, without limitation, the Copyrights listed on Schedule II hereto, in each case solely, to the extent the same constitute Collateral (as defined in the Security Agreement) (collectively, the “**Intellectual Property**”). Until the Termination Date (as defined in the Revolving Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors do not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PFS HOLDING CORPORATION

By: Jason T. Jaudes
Name: Jason Jaudes
Title: Chief Financial Officer

PHILLIPS FEED SERVICE, INC.

By: Jason T. Jaudes
Name: Jason Jaudes
Title: Chief Financial Officer

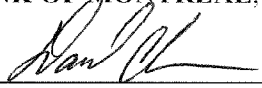
OMNIPET, INC.

By: Jason T. Jaudes
Name: Jason Jaudes
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Agent

By:  _____

Name: David Check

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

Schedule I

Trademarks

U.S. Trademark Registrations and Applications

Trademark	App. No. Filing Date	Reg. No. Reg. Date	Owner/ Applicant or Registrant
PETFLOW	85358617 06/28/2011	4096246 02/07/2012	Omnipet, Inc.
PETFLOW.COM	85070069 06/23/2010	3914345 02/01/2011	Omnipet, Inc.
ENDLESS MARKETING	88140347 10/02/2018	5741835 04/30/2019	PFS Holding Corporation
ENDLESS AISLES	87453134 05/17/2017	5388520 01/23/2018	PFS Holding Corporation
SWITCHBOARD	88040552 07/17/2018	Not yet registered	PFS Holding Corporation
THEITKIT	86231168 03/25/2014	4815752 09/22/2015	Phillips Feed Service, Inc.

Schedule II

Copyrights

United States Copyright Registrations and Applications

1. Registrations

Title	Registration No.	Registration Date	Copyright Claimant
The IT Kit.	TX0007899677	March 25, 2014	Phillips Feed Service, Inc.

2. Applications

None.