

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553715

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CANIDAE, LLC		12/17/2019	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A., as Lender
<b>Street Address:</b>	101 N. Tryon Street
<b>Internal Address:</b>	c/o MAC Legal (NC1-001-05-45)
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	5624138	PURE RANGE
Registration Number:	5624137	PURE RIDGE
Registration Number:	5624091	PURE ANCESTRAL
Registration Number:	5101820	PURE PETITE
Registration Number:	5088013	PET FOOD MADE BY PET PEOPLE
Registration Number:	4852057	PURE MEADOW
Registration Number:	4852048	PURE CONTROL
Registration Number:	4842606	UNDER THE SUN
Registration Number:	4842605	PURE FIELDS
Registration Number:	4842598	PURE WILD
Registration Number:	4842549	PURE RESOLVE
Registration Number:	4712427	PURE FOUNDATIONS
Registration Number:	4590272	PURE OCEAN
Registration Number:	4581822	PURE STREAM
Registration Number:	4452438	A HEALTHIER TODAY FOR A LONGER TOMORROW
Registration Number:	4452437	HEALTHPLUS SOLUTIONS IN EVERY BITE
Registration Number:	4447666	HEALTHPLUS SOLUTIONS
Registration Number:	4013674	TIDNIPS

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	3963601	PURE SEA
Registration Number:	3963600	PURE ELEMENTS
Registration Number:	3963599	PURE LAND
Registration Number:	3963598	PURE SKY
Registration Number:	3911146	CANIDAE
Registration Number:	3112512	CANIDAE PLATINUM
Registration Number:	2733383	CANIDAE PET FOODS GOES BEYOND JUST FEEDI
Registration Number:	2493537	SNAP-BISCUIT
Registration Number:	2478843	FELIDAE
Registration Number:	2173092	CANIDAE
Serial Number:	88478905	EVERYTHING THEY NEED, AND NOTHING THEY D
Serial Number:	88478899	WE MAKE PET FOOD SIMPLE
Serial Number:	88298193	ETHOS
Serial Number:	88291821	LOVE YOUR DOG BACK
Serial Number:	88261266	REAL FOOD INGREDIENTS. NOT TOO MANY.
Serial Number:	88117303	CANIDAE PURE

**CORRESPONDENCE DATA**

Fax Number: 7043311159

*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: 7043311000

Email: PTO\_TMconfirmation@mvalaw.com,  
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 327000.028186

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 12/17/2019

**Total Attachments: 5**

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Pursuant to the Security and Pledge Agreement dated as of December 17, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Agreement” — capitalized terms used and not otherwise defined herein shall have the meanings ascribed therein) by and among the undersigned Obligor and the other obligors from time to time party thereto (each an “Obligor” and collectively, the “Obligors”) and Bank of America, N.A., as lender (the “Lender”) for the benefit of the Secured Parties, to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the undersigned Obligor granted to the Lender for the ratable benefit of the Secured Parties a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to all Trademarks, including the trademark registrations and trademark applications set forth on Schedule 1 attached hereto.

The undersigned Obligor and the Lender, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademark registrations and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Agreement, (ii) is not to be construed as an assignment of any trademark registration or trademark application, and (iii) in the event of any conflict between the terms of this notice and the terms of the Agreement, the terms of the Agreement shall govern. This notice may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[signature pages follow]

The undersigned Obligor and the Lender, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement, and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CANIDAE, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: Bret Furio

Title: Chief Executive Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,  
as Lender

By: 

Name: Matt Powers

Title: Director

Schedule 1

Canidae, LLC  
(Delaware limited liability company)

U.S. Trademarks

**Trademark Registrations**

Mark	Reg. No.	Reg. Date
PURE RANGE	5624138	12/04/18
PURE RIDGE	5624137	12/04/18
PURE ANCESTRAL	5624091	12/04/18
PURE PETITE	5101820	12/13/16
PET FOOD MADE BY PET PEOPLE	5088013	11/22/16
PURE MEADOW	4852057	11/10/15
PURE CONTROL	4852048	11/10/15
UNDER THE SUN	4842606	10/27/15
PURE FIELDS	4842605	10/27/15
PURE WILD	4842598	10/27/15
PURE RESOLVE	4842549	10/27/15
PURE FOUNDATIONS	4712427	03/31/15
PURE OCEAN	4590272	08/19/14
PURE STREAM	4581822	08/05/14
A HEALTHIER TODAY FOR A LONGER TOMORROW	4452438	12/17/13
HEALTHPLUS SOLUTIONS IN EVERY BITE	4452437	12/17/13
HEALTHPLUS SOLUTIONS	4447666	12/10/13
TIDNIPS	4013674	08/16/11
PURE SEA	3963601	05/17/11
PURE ELEMENTS	3963600	05/17/11
PURE LAND	3963599	05/17/11
PURE SKY	3963598	05/17/11
CANIDAE and Design	3911146	01/25/11
CANIDAE PLATINUM	3112512	07/04/06
CANIDAE PET FOODS GOES BEYOND JUST FEEDING YOUR PET	2733383	07/01/03
SNAP-BISCUIT	2493537	09/25/01
FELIDAE	2478843	08/21/01
CANIDAE	2173092	07/14/98

**Trademark Applications**

Mark	Appl. No.	Filing Date
EVERYTHING THEY NEED, AND NOTHING THEY DON'T	88478905	06/18/19
WE MAKE PET FOOD SIMPLE	88478899	06/18/19
ETHOS	88298193	02/12/19
LOVE YOUR DOG BACK	88291821	02/06/19
REAL FOOD INGREDIENTS. NOT TOO MANY.	88261266	01/14/19

CANIDAE PURE	88117303	09/14/18
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**RECORDED: 12/17/2019**

**TRADEMARK  
REEL: 006818 FRAME: 0211**