

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STELLA & CHEWY'S LLC		01/15/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	111 WEST MONROE		
Internal Address:	20 WEST		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	88614292	STELLA & CHEWY'S	
Serial Number:	88613380		
Serial Number:	88595848	MARIE'S MIX-INS	
Serial Number:	88363061	MARIE'S MAGICAL DINNER DUST	
Serial Number:	88274424	CARNIVORE CRAVINGS	
Serial Number:	88274468	STELLA'S ESSENTIALS	
Serial Number:	88243775	MORE WAGS PER BAG	
Serial Number:	88189194	RAD DOG	
Serial Number:	88033930	MARIE'S KITCHEN	
Serial Number:	88005579	MEAL MIXERS	
Serial Number:	87844091	WILD WEENIES	
Serial Number:	87639643	STELLA'S STEW	
Serial Number:	87612159	CARNIVORE CRAVINGS	
Serial Number:	87417629	A KIBBLE ABOVE	
Serial Number:	87362108	THE POWER & TASTE OF RAW IN EVERY BITE	
Serial Number:	87976973	THE POWER & TASTE OF RAW IN EVERY BITE	
Serial Number:	87347261	GOOD EATS	
Serial Number:	87242320	THE POWER OF RAW IN EVERY BITE	

OP \$840.00 88614292

Property Type	Number	Word Mark
Serial Number:	87123351	HUNTER'S BOUNTY
Serial Number:	86317550	KICKSTART YOUR KIBBLE
Serial Number:	86317558	A LITTLE RAW GOES A LONG WAY
Serial Number:	85659267	NUTRITION THE WAY NATURE INTENDED
Serial Number:	85641393	ONLY THE GOOD STUFF
Serial Number:	85575041	THE ULTIMATE ADD-ON
Serial Number:	77945331	SECUREBYNATURE
Serial Number:	77599506	
Serial Number:	77599510	SECUREBYNATURE
Serial Number:	77405913	THE FOOD OF LOVE
Serial Number:	77392225	DUCK DUCK GOOSE
Serial Number:	77239962	STELLA & CHEWY'S
Serial Number:	77239967	CARNIVORE CRUNCH
Serial Number:	77239977	CARNIVORE KISSES
Serial Number:	78222155	FARM FRESH

CORRESPONDENCE DATA

Fax Number: 6082832275

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: 6082573501

Email: kateelin@michaelbest.com

Correspondent Name: Kelly Teelin

Address Line 1: Michael Best & Friedrich LLP

Address Line 2: PO Box 1806

Address Line 4: Madison, WISCONSIN 53701

NAME OF SUBMITTER:	Kelly Teelin
SIGNATURE:	/s/ Kelly Teelin
DATE SIGNED:	01/20/2020

Total Attachments: 12

- source=6. AR IP Security Agreement -- 27325476 v1#page1.tif
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), dated as of January 15, 2020, is made by STELLA & CHEWY’S LLC, a Delaware limited liability company (the “*Grantor*”) in favor of BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (the “*Lender*”) and amends and restates in its entirety, without constituting a novation, the Intellectual Property Security Agreement, dated as of February 24, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “*Existing IP Security Agreement*”), made by the Grantor in favor of the Lender, as administrative agent under the Existing Credit Agreement (as defined below).

WHEREAS, Grantor has entered into the Amended and Restated Credit and Security Agreement, dated as of January 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit and Security Agreement*”), with the Lender and Stella and Chewy’s Canada ULC, a British Columbia unlimited liability company, which amends and restates in its entirety, without constituting a novation, the Credit Agreement, dated as of February 24, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “*Existing Credit Agreement*”), with the Grantor, the Lender and the Guarantors (as defined in the Existing Credit Agreement) party thereto from time to time. All defined terms used in this IP Security Agreement, except terms otherwise defined herein, shall have the same meaning as in the Credit and Security Agreement.

WHEREAS, under the terms of the Credit and Security Agreement, the Grantor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Grantor, and, as a condition precedent to the making of loans by the Lender under the Credit and Security Agreement, Grantor has agreed to execute and deliver this IP Security Agreement, for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Lender as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time, except to the extent constituting an Excluded Asset (the “*IP Collateral*”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions

and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “*Copyrights*”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit and Security Agreement, which is hereby incorporated by reference. The provisions of the Credit and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit and Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating

to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

7. Notices. All written notices and other communications required hereunder shall be sent to the addresses as follows:

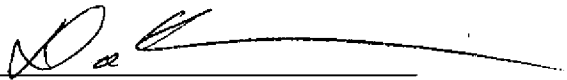
STELLA & CHEWY'S LLC
111 West Oakview Parkway
Oak Creek, WI 53154
Attn: Debra K. Kessler
Email: dkessler@stellaandchewys.com

BANK OF MONTREAL
111 West Monroe, 20 West
Chicago, IL 60603
Attn: Jason Hoefler
Email: Jason.hoefler@bmo.com

[Signatures on Following Page]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STELLA & CHEWY'S LLC

By 
Name: Debra Kessler
Title: Chief Financial Officer

BANK OF MONTREAL, as Lender

By _____
Name: Jason Hoefler
Title: Managing Director

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STELLA & CHEWY'S LLC

By _____
Name: Debra Kessler
Title: Chief Financial Officer

BANK OF MONTREAL, as Lender

By _____
Name: Jason Hoefler
Title: Managing Director

**SCHEDULE 1
PATENTS AND PATENT APPLICATIONS**

U.S. Patent Registrations



Owner	Patent Number	Issue Date
Stella & Chewy's LLC	8,383,177	Feb 2, 2013

U.S. Published Patent Applications

None.


**SCHEDULE 2
TRADEMARK REGISTRATIONS AND APPLICATIONS**

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Owner</u>	<u>Registration/Application No.</u>	<u>Registration/Application Dates</u>
 STELLA & CHEWY'S Cross References: STELLA & CHEWYS	Stella & Chewy's LLC	88614292	12-SEP-2019
 Design Only	Stella & Chewy's LLC	88613380	11-SEP-2019
MARIE'S MIX-INS MARIE'S MIX-INS Cross References: MARIES MIX INS	Stella & Chewy's LLC	88595848	28-AUG-2019
<small>MARIE'S MAGICAL DINNER DUST</small> MARIE'S MAGICAL DINNER DUST Cross References: MARIES MAGICAL DINNER DUST	Stella & Chewy's LLC	88363061 / 5916868	29-MAR-2019 / 19-NOV-2019
<small>CARNIVORE CRAVINGS</small> CARNIVORE CRAVINGS	Stella & Chewy's LLC	88274424	24-JAN-2019
<small>STELLA'S ESSENTIALS</small> STELLA'S ESSENTIALS Cross References: STELLAS ESSENTIALS	Stella & Chewy's LLC	88274468	24-JAN-2019

MORE WAGS PER BAG MORE WAGS PER BAG	Stella & Chewy's LLC	88243775	28-DEC-2018
RAD DOG RAD DOG	Stella & Chewy's LLC	88189194	10-NOV-2018
MARIE'S KITCHEN MARIE'S KITCHEN Cross References: MARIES KITCHEN	Stella & Chewy's LLC	88033930	11-JUL-2018
MEAL MIXERS MEAL MIXERS	Stella & Chewy's LLC	88005579	19-JUN-2018
WILD WEENIES WILD WEENIES	Stella & Chewy's LLC	87844091 / 5651499	21-MAR-2018 / 08-JAN-2019
STELLA'S STEW STELLA'S STEW Cross References: STELLAS STEW	Stella & Chewy's LLC	87639643 / 5608337	10-OCT-2017 / 13-NOV-2018
CARNIVORE CRAVINGS CARNIVORE CRAVINGS	Stella & Chewy's LLC	87612159	18-SEP-2017
A KIBBLE ABOVE A KIBBLE ABOVE	Stella & Chewy's LLC	87417629	19-APR-2017

<small>THE POWER & TASTE OF RAW EVERY BITE</small> THE POWER & TASTE OF RAW IN EVERY BITE	Stella & Chewy's LLC	87362108	07-MAR-2017
THE POWER & TASTE OF RAW IN EVERY BITE	Stella & Chewy's LLC	87976973 / 5450276	07-MAR-2017 / 17- APR-2018
GOOD EATS GOOD EATS	Stella & Chewy's LLC	87347261	23-FEB-2017
<small>THE POWER OF RAW IN EVERY BITE</small> THE POWER OF RAW IN EVERY BITE	Stella & Chewy's LLC	87242320	18-NOV-2016
<small>HUNTER'S BOUNTY</small> HUNTER'S BOUNTY Cross References: HUNTERS BOUNTY	Stella & Chewy's LLC	87123351	01-AUG-2016
<small>KICKSTART YOUR KIBBLE</small> KICKSTART YOUR KIBBLE	Stella & Chewy's LLC	86317550 / 4969338	23-JUN-2014 / 31- MAY-2016
<small>A LITTLE RAW GOES A LONG WAY</small> A LITTLE RAW GOES A LONG WAY	Stella & Chewy's LLC	86317558 / 4969339	23-JUN-2014 / 31- MAY-2016
<small>NUTRITION THE WAY NATURE INTENDED</small> NUTRITION THE WAY NATURE INTENDED	Stella & Chewy's LLC	85659267	22-JUN-2012

<p>ONLY THE GOOD STUFF</p> <p>ONLY THE GOOD STUFF</p>	<p>Stella & Chewy's LLC</p>	<p>85641393 / 4261558</p>	<p>01-JUN-2012 / 18-DEC-2012</p>
<p>THE ULTIMATE ADD-ON</p> <p>THE ULTIMATE ADD-ON Cross References: THE ULTIMATE ADD ON</p>	<p>Stella & Chewy's LLC</p>	<p>85575041</p>	<p>20-MAR-2012</p>
<p>SECUREBYNATURE</p> <p>SECUREBYNATURE Cross References: SECURE BY NATURE</p>	<p>Stella & Chewy's LLC</p>	<p>77945331 / 4125986</p>	<p>25-FEB-2010 / 10-APR-2012</p>
 <p>Design Only</p>	<p>Stella & Chewy's LLC</p>	<p>77599506 / 3720868</p>	<p>23-OCT-2008 / 08-DEC-2009</p>
<p>SECUREBYNATURE</p> <p>SECUREBYNATURE Cross References: SECURE BY NATURE</p>	<p>Stella & Chewy's LLC</p>	<p>77599510 / 3908477</p>	<p>23-OCT-2008 / 18-JAN-2011</p>
<p>THE FOOD OF LOVE</p> <p>THE FOOD OF LOVE</p>	<p>Stella & Chewy's LLC</p>	<p>77405913</p>	<p>26-FEB-2008</p>
<p>DUCK DUCK GOOSE</p> <p>DUCK DUCK GOOSE</p>	<p>Stella & Chewy's LLC</p>	<p>77392225 / 3706089</p>	<p>08-FEB-2008 / 03-NOV-2009</p>
<p>STELLA & CHEWY'S</p> <p>STELLA & CHEWY'S</p>	<p>Stella & Chewy's LLC</p>	<p>77239962 / 3408555</p>	<p>26-JUL-2007 / 08-APR-2008</p>

CARNIVORE CRUNCH CARNIVORE CRUNCH	Stella & Chewy's LLC	77239967 / 3404944	26-JUL-2007 / 01- APR-2008
CARNIVORE KISSES CARNIVORE KISSES	Stella & Chewy's LLC	77239977 / 3414286	26-JUL-2007 / 22- APR-2008
FARM FRESH	Stella & Chewy's LLC	78222155	05-MAR-2003

**SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.