

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568340

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Omnipet Inc.		03/18/2020	Corporation:
PFS Holding Corporation		03/18/2020	Corporation:
Phillips Feed Service, Inc.		03/18/2020	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	Axar Capital Management LP
<b>Street Address:</b>	1330 Avenue of the Americas
<b>Internal Address:</b>	30th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Limited Partnership: DELAWARE
<b>Name:</b>	Ascribe III Investments LLC
<b>Street Address:</b>	299 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	4096246	PETFLOW
<b>Registration Number:</b>	3914345	PETFLOW.COM
<b>Registration Number:</b>	5741835	ENDLESS MARKETING
<b>Registration Number:</b>	5388520	ENDLESS AISLES
<b>Registration Number:</b>	4815752	THEITKIT
<b>Serial Number:</b>	88040552	SWITCHBOARD

## CORRESPONDENCE DATA

Fax Number:

*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.*

TRADEMARK

**Phone:** 2128598000  
**Email:** teas@friedfrank.com  
**Correspondent Name:** Corey Fersei c/o Fried Frank et al  
**Address Line 1:** One New York Plaza  
**Address Line 4:** New York, NEW YORK 10004

**ATTORNEY DOCKET NUMBER:** 33128-25

**NAME OF SUBMITTER:** Kimberly Barr

**SIGNATURE:** /Kimberly Barr/

**DATE SIGNED:** 03/23/2020

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 18, 2020, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of Axar Capital Management, LP (“**Axar**”) and Ascribe III Investments LLC (“**Ascribe**”), in their joint capacity as administrative agent and 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 the date hereof (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 Supersenior Term Loan 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 all of (i) its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, (ii) its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule II hereto and (iii) its Copyrights and Copyright applications, including, without limitation, the Copyrights listed on Schedule III 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 Supersenior Term Loan Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

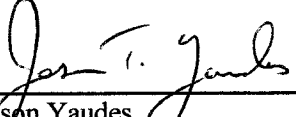
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, 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.

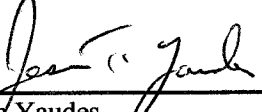
[Signature Pages Follow]

**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.

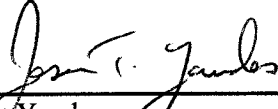
OMNIPET, INC.

By:   
Name: Jason Yaudes  
Title: Chief Financial Officer, Vice President,  
Treasurer and Secretary

PFS HOLDING CORPORATION


By:   
Name: Jason Yaudes  
Title: Chief Financial Officer, Vice President,  
Treasurer and Secretary

PHILLIPS FEED SERVICE INC.

By:   
Name: Jason Yaudes  
Title: Chief Financial Officer, Vice President,  
Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AXAR CAPITAL MANAGEMENT, LP, as Agent

By:   
Name: Andrew Axelrod  
Title: Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

ASCRIBE III INVESTMENTS LLC, as Agent

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

Name: Lawrence First

Title: Chief Investment Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006897 FRAME: 0581**

**Schedule I**  
**Trademarks**

*U.S. Trademark Registrations and Applications*

<b>Mark</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner/Applicant or Registrant</b>
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**  
**Patents**

*United States Patent Registrations and Applications*

1. Registrations

None.

2. Applications

None.



**Schedule III**  
**Copyrights**

*United States Copyright Registrations and Applications*

1. Registrations

None.

2. Applications

None.