

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571577

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
G&G Distribution, Inc.		03/12/2018	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Administrative Agent		
<b>Street Address:</b>	100 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4790014	DAWGEEE	
<b>Registration Number:</b>	4790011	DAWGEEE	
<b>Registration Number:</b>	4241675	VALUE GROOM	
<b>Registration Number:</b>	3893275	PERFECT GROOM	
<b>Registration Number:</b>	3202572	VALUE GROOM	
<b>Registration Number:</b>	3007224	PAW BROTHERS	
<b>Registration Number:</b>	2896482		
<b>Registration Number:</b>	3698788	VALUE GROOM	
<b>Registration Number:</b>	3698799	PAW BROTHERS	
<b>Registration Number:</b>	3698772	RYAN'S PET SUPPLIES	
<b>Registration Number:</b>	2240718	DESERT SUDZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-819-2655		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Peter Giovine/White & Case LLP		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		

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TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	1182886-0024
<b>NAME OF SUBMITTER:</b>	Peter Giovine
<b>SIGNATURE:</b>	/Peter Giovine/
<b>DATE SIGNED:</b>	04/11/2020

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2018, (the “Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof (each, a “Grantor” and, collectively, the “Grantors”), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 14, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NBG HOLDING CORP., a Delaware corporation (the “Initial Borrower” and, prior to the consummation of the Closing Date Acquisition, the “Borrower”), upon consummation of the Closing Date Acquisition, NEXUS BRANDS GROUP, INC., a Delaware corporation (“Nexus” and, as the surviving entity after giving effect to the Closing Date Acquisition, the “Borrower”), NBG INTERMEDIATE HOLDING CORP., a Delaware corporation (“Holdings”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital LLC, as Administrative Agent for the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Initial Borrower and Nexus) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured

Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (for the avoidance of doubt, no Lien or security interest is granted hereunder on any Excluded Property) (the “Trademark Collateral”):

- (a) all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations to the extent no claims giving rise thereto have been asserted) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 7. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

G&G DISTRIBUTION, INC.,  
as Grantor

By: Kyle W  
Name: Kyle Winkler  
Title: Secretary, Treasurer and Vice President of  
Finance

ACCEPTED AND AGREED  
as of the date first above written:

GOLUB CAPITAL LLC,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006913 FRAME: 0734**

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

Very truly yours,

G&G DISTRIBUTION, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Kyle Winkler  
Title: Secretary, Treasurer and Vice President of  
Finance

ACCEPTED AND AGREED  
as of the date first above written:

GOLUB CAPITAL LLC,  
as Administrative Agent

By:



Name: Marc C. Robinson  
Title: Managing Director

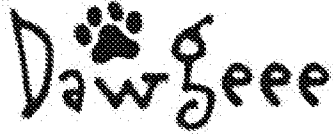
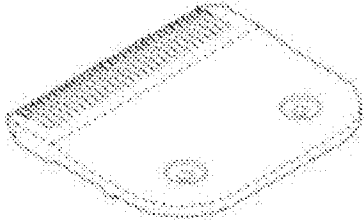
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006913 FRAME: 0735**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registration Number	Registration Date	Mark/Design	Jurisdiction
4790014	8/11/2015		USA
4790011	8/11/2015	DAWGEE	USA
4241675	11/13/2012	VALUE GROOM	USA
3893275	12/21/2010	PERFECT GROOM	USA
3202572	1/23/2007	VALUE GROOM	USA
3007224	7/24/2003	PAW BROTHERS	USA
2896482	10/19/2004		USA
3698788	10/20/2009	VALUE GROOM	USA
3698799	10/20/2009	PAW BROTHERS	USA
3698772	10/20/2009	RYAN'S PET SUPPLIES	USA
2240718	4/20/1999	DESERT SUDZ	USA
7246185	7/28/2010	PAW BROTHERS	China
301306188	3/18/2009	PAW BROTHERS	Hong Kong
5308899	3/12/2010	PAW BROTHERS	Japan
01397493	7/28/2010	PAW BROTHERS	Taiwan



2. TRADEMARK APPLICATIONS

<b>Application Number</b>	<b>Application Date</b>	<b>Mark/Design</b>	<b>Jurisdiction</b>
2262131	01/05/2012	PAW BROTHERS	India