

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Animal Supply Company LLC		08/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	3774094	ANIMAL FOOD WAREHOUSE	
Serial Number:	88478744	ANIMAL SUPPLY CO.	
Registration Number:	4803272	ANIMAL SUPPLY CO. DELIVERING SUCCESS	
Registration Number:	5965579	ANIMAL SUPPLY CO.	
Serial Number:	88330446	ANIMAL SUPPLY CONNECT	
Registration Number:	4618107	BASIL & BAXTER'S BAKERY	
Registration Number:	4618108	BASIL & BAXTER'S BAKERY B & B	
Registration Number:	4870471	DELIVERING SUCCESS	
Registration Number:	4430004	ESSENTIAL DELIGHTS	
Registration Number:	4794910	INTEGRITY	
Registration Number:	4000408	INTEGRITY	
Registration Number:	3915390	INTEGRITY	
Registration Number:	4987393	INTEGRITY NATURAL CAT LITTER	
Registration Number:	4455958	INTEGRITY NATURAL CAT LITTER	
Registration Number:	4455959	INTEGRITY NATURAL CAT LITTER	
Registration Number:	5779699	INTEGRITY PET PRODUCTS	
Registration Number:	4614615	IT HAPPENS	
Registration Number:	4872010	LOCAL EVERYWHERE	
Registration Number:	3273808	NATURE'S CAFE	
TRADEMARK			

OP \$1065.00 3774094

Property Type	Number	Word Mark
Registration Number:	4988054	NATURE'S CAFÉ CHICKEN ESSENTIALS
Registration Number:	4988053	NATURE'S CAFÉ ESSENTIALS FOR SMALL ANIMA
Registration Number:	4988055	NATURE'S CAFÉ WILD BIRD ESSENTIALS
Registration Number:	4766783	NEIGHBORHOOD PET PRODUCTS
Serial Number:	88478772	NEIGHBORHOOD PET PRODUCTS
Registration Number:	5891471	NEIGHBORHOOD PET PRODUCTS
Registration Number:	3710719	PET SUPPLY LINK
Registration Number:	6054088	PETCREST
Registration Number:	6054090	PETCREST
Registration Number:	6054087	PETCREST
Registration Number:	6054106	PETCREST
Registration Number:	6054086	PETCREST
Registration Number:	6054010	PETCREST
Registration Number:	6054011	PETCREST
Registration Number:	6054012	PETCREST
Registration Number:	6054015	PETCREST
Registration Number:	6054014	PETCREST
Registration Number:	4987395	EST. 1987 PETZOO ALASKA
Registration Number:	4987391	ROGUE RIVER NATURALS
Registration Number:	4694183	ROGUE RIVER NATURALS
Registration Number:	4489406	SIMPLY FRESH
Registration Number:	4823054	SIMPLY FRESH
Registration Number:	4351623	SUPPORTING NEIGHBORHOOD PET RETAILERS

CORRESPONDENCE DATA

Fax Number: 2142000853

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: 2109787487

Email: venisa.dark@haynesboone.com

Correspondent Name: Venisa Dark, Haynes and Boone LLP

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER: 17997.2055

NAME OF SUBMITTER: Venisa Dark

SIGNATURE: /Venisa Dark/

DATE SIGNED: 08/15/2020

Total Attachments: 14

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America#page1.tif
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AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2020 (this “Agreement”), is made by Animal Supply Company LLC, a Delaware limited liability company (the “Grantor”), and Bank of America, N.A., as administrative agent (“Agent”). Reference is made to the Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Grantor as a Borrower, the other Borrowers and Guarantors from time to time party thereto, the Lenders (defined therein) from time to time party thereto and Agent.

Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligation of Lenders to make certain accommodations to the Borrowers under the Loan Agreement is conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from such accommodations and is willing to execute and deliver this Agreement in order to induce Lenders to make such accommodations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, grant to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto, other than any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks and service marks unless and until the filing of a “Statement of Use or “Amendment to Allege Use” has been filed and accepted;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Furtherance of Interests. The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Loan Agreement and the other Loan Documents. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

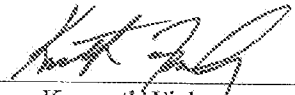
SECTION 5. Amendment and Restatement. This Agreement is intended to amend and restate in its entirety (i) that certain Trademark Security Agreement dated as of December 15, 2016 between Grantor and Agent, which was recorded with the United States Patent and Trademark Office (“**USPTO**”) on March 21, 2017 at Reel/Frame No. 6013/0984, and (ii) that certain Trademark Security Agreement dated as of December 17, 2018 between Grantor and Agent, which was recorded with the USPTO on December 17, 2018 at Reel/Frame No. 6555/0265 (in each case as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Existing Trademark Security Agreements**”). All Liens, claims, rights, titles, interests and benefits created and granted by the Existing Trademark Security Agreements shall continue to exist, remain valid and subsisting, shall not be impaired or released hereby, shall remain in full force and effect and are hereby affirmed, renewed, extended, carried forward and conveyed as security for the Obligations.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

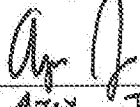
**ANIMAL SUPPLY COMPANY LLC, as
Grantor**

By: 
Name: Kenneth Fish
Title: Chief Financial Officer

Signature Page to
Amended and Restated Trademark Security Agreement

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 
Name: AJAY JASJI
Title: VICE PRESIDENT

SCHEDULE I
TO
AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT
Trademark Registrations and Applications

<u>Company</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>	<u>Royalties</u>
Animal Supply Company LLC	United States	ANIMAL FOOD WAREHOUSE Logo	Application No.: 77670617 Registration No.: 3774094	02/13/2009	04/13/2010	N/A	N/A
							
Animal Supply Company LLC	Washington	ANIMAL SUPPLY CO.	Registration No.: 53327	05/11/2009	05/11/2009	N/A	N/A
Animal Supply Company LLC	Washington	ANIMAL SUPPLY CO.	Application No.: 1079620 Registration No.: 1079620	05/31/2019	05/31/2019	N/A	N/A

Animal Supply Company LLC	United States	ANIMAL SUPPLY CO. (Stylized)	Application No.: 88478744	06/18/2019	N/A	N/A	N/A
Animal Supply Company LLC	United States	ANIMAL SUPPLY CO. DELIVERING SUCCESS Logo	Application No.: 86503695 Registration No.: 4803272	01/14/2015	09/01/2015	N/A	N/A
Animal Supply Company LLC	United States	ANIMAL SUPPLY CO.	Application No.: 88478763 Registration No.: 5965579	06/18/2019	01/21/2020	N/A	N/A
Animal Supply Company LLC	United States	ANIMAL SUPPLY CONNECT	Application No.: 88330446	03/07/2019	N/A	N/A	N/A

Animal Supply Company LLC United States BASIL & BAXTER'S BAKERY Application No.: 85810216 12/25/2012 10/07/2014 N/A N/A

Registration No.: 4618107

Animal Supply Company LLC United States BASIL & BAXTER'S BAKERY Logo Application No.: 85810218 12/25/2012 10/07/2014 N/A N/A

Registration No.: 4618108



Animal Supply Company LLC United States DELIVERING SUCCESS Application No.: 86622824 05/07/2015 12/15/2015 N/A N/A

Registration No.: 4870471

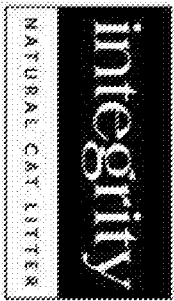
Animal Supply Company LLC United States ESSENTIAL DELIGHTS Application No.: 85815524 01/04/2013 11/05/2013 N/A N/A

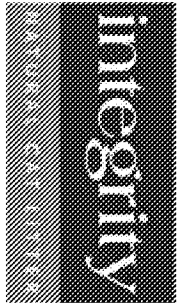
Registration No.: 4430004

Animal Supply Company LLC United States INTEGRITY Application No.: 86503682 01/14/2015 08/18/2015 N/A N/A

Registration No.: 4794910

Animal Supply Company LLC	United States	INTEGRITY	Application No.: 77980289	10/13/2006	07/26/2011	N/A	N/A
			Registration No.: 4000408				
Animal Supply Company LLC	United States	INTEGRITY	Application No.: 77021220	10/13/2006	02/08/2011	N/A	N/A
			Registration No.: 3915390				
Animal Supply Company LLC	United States	INTEGRITY NATURAL CAT LITTER	Application No.: 86784030	10/09/2015	06/28/2016	N/A	N/A
			Registration No.: 4987393				
Animal Supply Company LLC	United States	INTEGRITY NATURAL CAT LITTER Logo (B&W)	Application No.: 85671594	07/09/2012	12/24/2013	N/A	N/A
			Registration No.: 4455958				

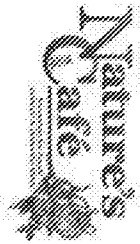


Animal Supply Company LLC	United States	CAT LITTER Logo (Color)	Application No.: 85671601	07/09/2012	12/24/2013	N/A	N/A
			Registration No.: 4455959				
Animal Supply Company LLC	United States	INTEGRITY PET PRODUCTS	Application No.: 88166195	10/23/2018	06/18/2019	N/A	N/A
			Registration No.: 5779699				
Animal Supply Company LLC	United States	IT HAPPENS	Application No.: 85923791	05/06/2013	09/30/2014	N/A	N/A
			Registration No.: 4614615				
Animal Supply Company LLC	United States	LOCAL EVERYWHERE	Application No.: 86557616	03/09/2015	12/15/2015	N/A	N/A
			Registration No.: 4872010				
Animal Supply Company LLC	United States	NATURE'S CAFE	Application No.: 77021225	10/13/2006	08/07/2007	N/A	N/A
			Registration No.: 3273808				

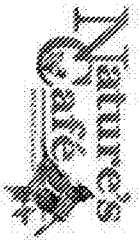
Animal Supply Company LLC United States NATURE'S CAFE CHICKEN ESSENTIALS Logo Application No.: 86795288 10/21/2015 06/28/2016 N/A N/A



Animal Supply Company LLC United States NATURE'S CAFE ESSENTIALS FOR SMALL ANIMALS AND DOMESTIC BIRDS Logo Application No.: 86795282 10/21/2015 06/28/2016 N/A N/A



Animal Supply Company LLC United States NATURE'S CAFE WILD BIRD ESSENTIALS Logo Application No.: 86795289 10/21/2015 06/28/2016 N/A N/A



Animal Supply Company LLC United States NEIGHBORHOOD PET PRODUCTS Application No.: 85983381 03/13/2013 07/07/2015 N/A N/A

Registration No.: 4766783

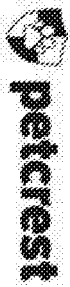
Animal Supply Company LLC	United States	NEIGHBORHOOD PET PRODUCTS	Application No.: 88478772	06/18/2019	N/A	N/A	N/A
Animal Supply Company LLC	United States	NEIGHBORHOOD PET PRODUCTS	Application No.: 86622749	05/07/2015	10/22/2019	N/A	N/A
			Registration No.: 5891471				
Animal Supply Company LLC	United States	PET SUPPLY LINK	Application No.: 77706276	04/03/2009	11/10/2009	N/A	N/A
			Registration No.: 3710719				
Animal Supply Company LLC	United States	PETCREST	Application No.: 88100537	08/31/2018	05/12/2020	N/A	N/A
			Registration No.: 6054088				
Animal Supply Company LLC	United States	PETCREST	Application No.: 88101542	08/31/2018	05/12/2020	N/A	N/A
			Registration No.: 6054090				
Animal Supply Company LLC	United States	PETCREST	Application No.: 88100530	08/31/2018	05/12/2020	N/A	N/A
			Registration No.: 6054087				
Animal Supply Company LLC	United States	PETCREST	Application No.: 88111365	09/10/2018	05/12/2020	N/A	N/A
			Registration No.: 6054106				

Animal Supply Company LLC United States PETCREST Application No.: 88100506 08/31/2018 05/12/2020 N/A N/A

Registration No.: 6054086

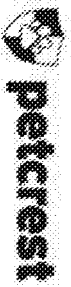
Animal Supply Company LLC United States PETCREST Logo Application No.: 88060269 07/31/2018 05/12/2020 N/A N/A

Registration No.: 6054010



Animal Supply Company LLC United States PETCREST Logo Application No.: 88060958 08/01/2018 05/12/2020 N/A N/A

Registration No.: 6054011



Animal Supply Company LLC United States PETCREST Logo Application No.: 88061142 08/01/2018 05/12/2020 N/A N/A

Registration No.: 6054012



Animal Supply Company LLC United States PETCREST Logo Application No.: 88061667 08/01/2018 05/12/2020 N/A N/A

Registration No.: 6054015



Animal Supply
Company LLC

United States

PETCREST Logo



Application No.:
88061646

08/01/2018

05/12/2020

N/A

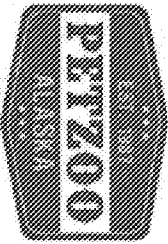
N/A

Registration No.:
6054014

Animal Supply
Company LLC

United States

PETZOO ALASKA EST.
1987 Logo



Application No.:
86784040

10/09/2015

06/28/2016

N/A

N/A

Registration No.:
4987395

Animal Supply
Company LLC

United States

ROGUE RIVER NATURALS

Application No.:
86784026

10/09/2015

06/28/2016

N/A

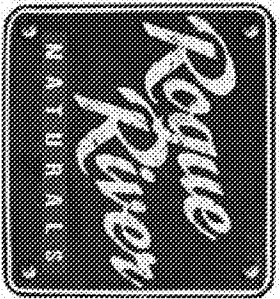
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Registration No.:
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Animal Supply
Company LLC

United States

ROGUE RIVER
NATURALS Logo



Application No.:
86073449

09/24/2013

03/03/2015

N/A

N/A

Registration No.:
4694183

Animal Supply Company LLC United States SIMPLY FRESH Application No.: 11/13/2012 02/25/2014 N/A N/A
85778210

Registration No.:
4489406

Animal Supply Company LLC United States SIMPLY FRESH Application No.: 03/27/2014 09/29/2015 N/A N/A
86234535

Registration No.:
4823054

Animal Supply Company LLC United States SUPPORTING NEIGHBORHOOD PET RETAILERS Application No.: 08/06/2012 06/11/2013 N/A N/A
85696148

Registration No.:
4351623



TRADEMARK

REEL: 007022 FRAME: 0978

RECORDED: 08/15/2020