

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592294

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANIMAL SUPPLY COMPANY LLC		08/14/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCW ASSET MANAGEMENT COMPANY LLC		
<b>Street Address:</b>	200 CLARENDON STREET		
<b>Internal Address:</b>	51ST FLOOR		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88478744	ANIMAL SUPPLY CO.	
<b>Registration Number:</b>	5965579	ANIMAL SUPPLY CO.	
<b>Serial Number:</b>	88330446	ANIMAL SUPPLY CONNECT	
<b>Serial Number:</b>	88478772	NEIGHBORHOOD PET PRODUCTS	
<b>Registration Number:</b>	6054088	PETCREST	
<b>Registration Number:</b>	6054090	PETCREST	
<b>Registration Number:</b>	6054087	PETCREST	
<b>Registration Number:</b>	6054106	PETCREST	
<b>Registration Number:</b>	6054086	PETCREST	
<b>Registration Number:</b>	6054010	PETCREST	
<b>Registration Number:</b>	6054011	PETCREST	
<b>Registration Number:</b>	6054012	PETCREST	
<b>Registration Number:</b>	6054015	PETCREST	
<b>Registration Number:</b>	6054014	PETCREST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 310-557-2900  
**Email:** klathrop@proskauer.com  
**Correspondent Name:** PROSKAUER ROSE LLP  
**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400  
**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	47245.005
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	08/17/2020

**Total Attachments: 7**

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source=ASC - Security Supplement for Trademarks (August 2020) [EXECUTED]#page7.tif

SECURITY SUPPLEMENT FOR TRADEMARKS

WHEREAS, Animal Supply Company LLC (the "Grantor") holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks were registered or applied for in the United States Patent and Trademark Office after the date of the Security Agreement (as defined below) (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of December 15, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW Asset Management Company LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

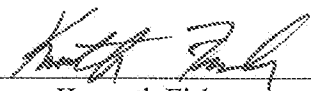
WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications (other than any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral) and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Grantee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 14, 2020.

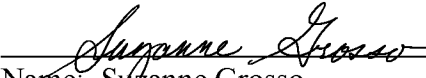
ANIMAL SUPPLY COMPANY LLC

By:   
Name: Kenneth Fish  
Title: Chief Financial Officer

Trademark Security Agreement



**ACKNOWLEDGED:**


TCW ASSET MANAGEMENT COMPANY LLC,  
as Grantee




By:   
Name: Suzanne Grosso  
Title: Managing Director

SCHEDULE A TO SECURITY SUPPLEMENT FOR TRADEMARKS

Trademarks and Trademark Applications  
Owned by Animal Supply Company LLC

Mark With Image	Jurisdiction	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
ANIMAL SUPPLY CO.	WASHINGTON	035	REGISTERED	05/31/2019	1079620	05/31/2019	1079620	Animal Supply Company LLC
ANIMAL SUPPLY CO. (Stylized)	UNITED STATES	035	PENDING	06/18/2019	88478744	N/A	N/A	Animal Supply Company LLC
								
ANIMAL SUPPLY CO.	UNITED STATES	009	REGISTERED	06/18/2019	88478763	01/21/2020	5965579	Animal Supply Company LLC
								
ANIMAL SUPPLY CONNECT	UNITED STATES	035	PUBLISHED	03/07/2019	88330446	N/A	N/A	Animal Supply Company LLC

NEIGHBORHOOD PET PRODUCTS	UNITED STATES	006, 018, 020	REGISTERED	06/18/2019	88478772	N/A	N/A	Animal Supply Company LLC
PETCREST	UNITED STATES	016	REGISTERED	08/31/2018	88100537	5/12/2020	6054088	Animal Supply Company LLC
PETCREST	UNITED STATES	018	REGISTERED	08/31/2018	88101542	5/12/2020	6054090	Animal Supply Company LLC
PETCREST	UNITED STATES	020	REGISTERED	08/31/2018	88100530	5/12/2020	6054087	Animal Supply Company LLC
PETCREST	UNITED STATES	021	REGISTERED	09/10/2018	88111365	5/12/2020	6054106	Animal Supply Company LLC
PETCREST	UNITED STATES	028	REGISTERED	08/31/2018	88100506	5/12/2020	6054086	Animal Supply Company LLC
PETCREST Logo	UNITED STATES	016	REGISTERED	07/31/2018	88060269	5/12/2020	6054010	Animal Supply Company LLC
								

	UNITED STATES	018	REGISTERED	08/01/2018	88060958	5/12/2020 N/A	6054011	Animal Supply Company LLC
	UNITED STATES	020	REGISTERED	08/01/2018	88061142	5/12/2020 N/A	6054012	Animal Supply Company LLC
	UNITED STATES	021	REGISTERED	08/01/2018	88061667	5/12/2020 N/A	6054015	Animal Supply Company LLC



PETCREST Logo	UNITED STATES	028	REGISTERED	08/01/2018	88061646	5/12/2020 N/A	6054014	Animal Supply Company LLC
