

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARKBOX, INC.		11/27/2020	Corporation: DELAWARE
BARKRETAIL, LLC		11/27/2020	Limited Liability Company: DELAWARE
BARKPARK, LLC		11/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD, SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	6173396	BARK EATS	
Registration Number:	6165566	BARKBOX	
Registration Number:	6120227	HARDCORES	
Registration Number:	5627949	BARK	
Registration Number:	5488323	BARK & CO	
Registration Number:	5728684	BARK BOX	
Registration Number:	5218633	DESTROYERS	
Registration Number:	5344314	SUPER CHEWER	
Registration Number:	5090652	BARK & CO	
Registration Number:	5183296	DESTROYERS CLUB	
Registration Number:	5090649	BARKBOX	
Registration Number:	4841812	BARKPOST	
Registration Number:	4283860	BARKBOX	
Serial Number:	88612827	BARK SUPER CHEWER	
Serial Number:	88795791	BARK EATS	
Serial Number:	88606873	B	

CH \$640.00 6173396

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88606865	BARK BRIGHT
Serial Number:	88606848	BARK BRIGHT
Serial Number:	88671835	BARK ESSENTIALS.
Serial Number:	88671826	BARK ESSENTIALS.
Serial Number:	88612850	BARK SUPER CHEWER
Serial Number:	88356869	THE BARK COMPANY
Serial Number:	88045903	BARKSHOP
Serial Number:	87562740	BARK
Serial Number:	87561154	DOG PEOPLE GET IT

CORRESPONDENCE DATA

Fax Number: 2028427899

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: 202-776-2046

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	305983-1183
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	11/29/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 27, 2020 (the "Agreement") is entered into by and between BARKBOX, INC., a Delaware corporation ("BarkBox"), BARKRETAIL, LLC, a Delaware limited liability company ("BarkRetail"), and BARKPARK, LLC, a Delaware limited liability company ("BarkPark") (collectively, "Grantors", and each, a "Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender").

Reference is made to the Loan and Security Agreement, dated as of October 12, 2017 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrowers connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Assets.

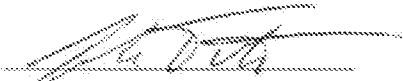
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date set forth above.

GRANTORS:

BARKBOX, INC.

By: 
Name: John Toth
Title: Chief Financial Officer

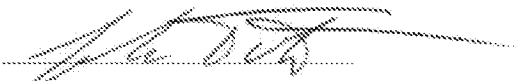
BARKRETAIL, LLC

By: BARKBOX, INC., its sole member

By: 
Name: John Toth
Title: Chief Financial Officer

BARKPARK, LLC

By: BARKBOX, INC., its sole member

By: 
Name: John Toth
Title: Chief Financial Officer

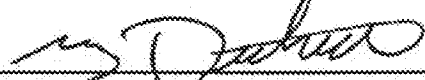
Address for Notices:
c/o BARKBOX, INC.
221 Canal Street, 4th Floor
New York, NY 10013
Attn: John Toth, Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date set forth above.

LENDER:

WESTERN ALLIANCE BANK

By: 

Name: Greg Dietrick

Title: Senior Director

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
BarkBox	Book	DOGS AND THEIR PEOPLE: Photos and Stories of Life with a Four-Legged Love.	TX0008370852	12/22/16

EXHIBIT B
TRADEMARKS

<u>Name of owner</u>	<u>Description:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
BarkBox	BARK SUPER CHEWER	88612827	09/11/19	N/A	N/A
BarkBox	BARK EATS	88795785	02/13/20	6173396	10/13/20
BarkBox	BARKBOX	88612815	09/11/19	6165566	09/29/20
BarkBox	HARDCORES	88491547	06/27/19	6120227	08/04/20
BarkBox	BARK EATS	88795791	02/13/19	N/A	N/A
BarkBox	B	88606873	09/06/19	N/A	N/A
BarkBox	BARK BRIGHT	88606865	09/06/19	N/A	N/A
BarkBox	BARK BRIGHT	88606848	09/06/19	N/A	N/A
BarkBox	BARK ESSENTIALS.	88671835	10/29/19	N/A	N/A
BarkBox	BARK ESSENTIALS.	88671826	10/29/19	N/A	N/A
BarkBox	BARK SUPER CHEWER	88612850	09/11/19	N/A	N/A
BarkBox	THE BARK COMPANY	88356869	03/26/19	N/A	N/A
BarkBox	BARKSHOP	88045903	07/20/18	N/A	N/A
BarkBox	BARK	87978363	08/09/17	5627949	12/11/18
BarkBox	BARK & CO	87975614	04/19/16	5488323	06/05/18
BarkBox	BARK	87562740	08/09/17	N/A	N/A
BarkBox	BARK BOX	87562731	08/09/17	5728684	04/16/19
BarkBox	DOG PEOPLE GET IT	87561154	08/08/17	N/A	N/A
BarkBox	DESTROYERS	87282663	12/28/16	5218633	06/06/17
BarkBox	SUPER CHEWER	87208136	10/19/16	5344314	11/28/17
BarkBox	BARK & CO	87006526	04/19/16	5090652	11/29/16
BarkBox	DESTROYERS CLUB	87006487	04/19/16	5183296	04/11/17
BarkBox	BARKBOX	87006477	04/19/16	5090649	11/29/16
BarkBox	BARKPOST	86022398	07/29/13	4841812	10/27/15
BarkBox	BARKBOX	85479750	11/23/11	4283860	01/29/13

EXHIBIT C

PATENTS

<u>Name of owner:</u>	<u>Title:</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>Issue / Publication Date:</u>
BarkBox	APPARATUS AND METHOD FOR TRANSPORTING AN ANIMAL	N/A	16/363,286	03/25/19
BarkBox	BOWL STAND	N/A	29/641,607	03/23/18
BarkBox	APPARATUS AND METHOD FOR ANIMAL DENTAL CLEANING	N/A	63/082,581	09/24/20
BarkBox	PET DENTAL CHEW	N/A	29/754,309	10/09/20
BarkBox	PET TOY	N/A	63/001,569	03/30/20