

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612079

<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>
BARKBOX, INC.		11/27/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	100 Wall Street		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5090652	BARK & CO	
<b>Registration Number:</b>	5488323	BARK & CO	
<b>Registration Number:</b>	5728684	BARK BOX	
<b>Registration Number:</b>	6173396	BARK EATS	
<b>Registration Number:</b>	5627949	BARK	
<b>Registration Number:</b>	6165566	BARKBOX	
<b>Registration Number:</b>	5090649	BARKBOX	
<b>Registration Number:</b>	4283860	BARKBOX	
<b>Registration Number:</b>	4841812	BARKPOST	
<b>Registration Number:</b>	5218633	DESTROYERS	
<b>Registration Number:</b>	5183296	DESTROYERS CLUB	
<b>Registration Number:</b>	6120227	HARDCORES	
<b>Registration Number:</b>	5344314	SUPER CHEWER	
<b>Serial Number:</b>	88795791	BARK EATS	
<b>Serial Number:</b>	88671826	BARK ESSENTIALS.	
<b>Serial Number:</b>	88671835	BARK ESSENTIALS.	
<b>Serial Number:</b>	88612827	BARK SUPER CHEWER	
<b>Serial Number:</b>	88612850	BARK SUPER CHEWER	

CH \$640.00 5090652

Property Type	Number	Word Mark
Serial Number:	88606873	B
Serial Number:	88606848	BARK BRIGHT
Serial Number:	88606865	BARK BRIGHT
Serial Number:	87562740	BARK
Serial Number:	88045903	BARKSHOP
Serial Number:	87561154	DOG PEOPLE GET IT
Serial Number:	88356869	THE BARK COMPANY

**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.*

**Phone:** 212-728-8000  
**Email:** ipdept@willkie.com  
**Correspondent Name:** Spencer Simon  
**Address Line 1:** 787 Seventh Avenue  
**Address Line 4:** New York, NEW YORK 10019

<b>ATTORNEY DOCKET NUMBER:</b>	127433/13
<b>NAME OF SUBMITTER:</b>	Spencer Simon
<b>SIGNATURE:</b>	/Spencer Simon/
<b>DATE SIGNED:</b>	12/02/2020

**Total Attachments: 6**

source=Barkbox- Executed Patent\_Trademark Security Agreement#page1.tif  
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source=Barkbox- Executed Patent\_Trademark Security Agreement#page6.tif

## NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, effective as of November 27, 2020 (“**Notice**”) is made by BARKBOX, INC., a Delaware corporation (the “**Grantor**”), in favor of U.S. Bank National Association, not in its individual capacity but solely as Collateral Agent (the “**Collateral Agent**”) for its own benefit and the benefit of the other Secured Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

### W I T N E S S E T H:

WHEREAS, Grantor is a party to a Security Agreement, dated as of November 27, 2020, by and among BARKBOX, INC., the Guarantors from time to time party thereto and U.S. Bank National Association for the benefit of the Collateral Agent and the Secured Parties (as amended, modified, supplemented or restated and in effect from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor has executed and delivered this Notice for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark Collateral and Patent Collateral (each as defined below) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1 Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2 Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantor to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, in all of the present and future right, title and interest of the Grantor in, to and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “**Trademark and Patent Collateral**”):

(a) All Trademarks, including, without limitation, the trademark registrations and trademark applications set forth on Exhibit A attached hereto, together with all of the goodwill of Grantor’s business connected with the use of and symbolized by such trademarks and trademark applications (collectively, “**Trademarks**”);

(b) All Patents, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, “**Patents**”);

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks and Patents, including, without limitation damages and payments for past or future infringements, misappropriations or dilutions thereof;

(d) The right to sue for past, present and future infringements, misappropriations and dilutions of any of the Trademarks and Patents; and

(e) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, (i) no Trademark shall be included in the Trademark and Patent Collateral to the extent that the grant of a security interest in such Trademark would result in, permit or provide grounds for the cancellation or invalidation of such Trademark and (ii) in no event shall the Trademark and Patent Collateral include any Excluded Assets.

SECTION 3 Intent. This Notice is being executed and delivered by the Grantor for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Trademark and Patent Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Notice is granted in conjunction with, and not in addition to or limitation of, the Security Interest granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Trademark and Patent Collateral, and such provisions are hereby incorporated herein by reference. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark and Patent Collateral as in all other Collateral. In the event of a conflict between this Notice and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Notice.

SECTION 5. Governing Law. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Termination; Release of Trademark and Patent Collateral. Upon termination of the Security Interest in the Trademark and Patent Collateral in accordance with the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark and Patent Collateral under this Notice. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 5 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

SECTION 7. Concerning the Collateral Agent. It is expressly understood and agreed that U.S. Bank National Association is executing this Notice solely in its capacity as Collateral Agent as appointed pursuant to the Indenture, and shall be entitled to all of the rights, privileges, immunities and protections under the Indenture as if such rights, privileges, immunities and protections were set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

**GRANTOR:**

BARKBOX, INC.,

By: Matt Meeker

Name: Matt Meeker

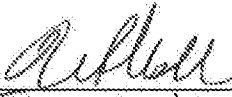
Title: Executive Chairman

[Signature Page to Notice of Security Interest in Trademarks and Patents]

**TRADEMARK**  
**REEL: 007121 FRAME: 0521**

COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION, not  
in its individual capacity but solely as Collateral  
Agent

By:   
Name: JAMES W. HALL  
Title: VICE PRESIDENT

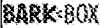







[Signature Page to Notice of Security Interest in Trademarks and Patents]

**TRADEMARK**  
**REEL: 007121 FRAME: 0522**

**EXHIBIT A**

Trademark Registrations and Applications

**U.S. Federal Trademark Registrations and Applications**

Image	Trademark	Application No.	Application Date	Registration No.	Registration Date
	BARK & CO	87/006,526	4/19/16	5,090,652	11/29/16
	BARK & CO	87/975,614	4/19/16	5,488,323	6/5/18
	BARK BOX Stylized	87/562,731	8/9/17	5,728,684	4/16/19
	BARK EATS	88/795,785	2/13/20	6,173,396	10/13/20
	BARK Stylized	87/978,363	8/9/17	5,627,949	12/11/18
	BARKBOX	88/612,815	9/11/19	6,165,566	9/29/20
	BARKBOX	87/006,477	4/19/16	5,090,649	11/29/16
	BARKBOX	85/479,750	11/23/11	4,283,860	1/29/13
	BARKPOST	86/022,398	7/29/13	4,841,812	10/27/15
	DESTROYERS	87/282,663	12/28/16	5,218,633	6/6/17
	DESTROYERS CLUB	87/006,487	4/19/16	5,183,296	4/11/17
	HARDCORES	88/491,547	6/27/19	6,120,227	8/4/20
	SUPER CHEWER	87/208,136	10/19/16	5,344,314	11/28/17
	BARK EATS	88/795,791	2/13/20		
	BARK ESSENTIALS.	88/671,826	10/29/19		
	BARK ESSENTIALS. [Stylized]	88/671,835	10/29/19		
	BARK SUPER CHEWER	88/612,827	9/11/19		
	BARK SUPER CHEWER & Design	88/612,850	9/11/19		
	B Dog Head Logo	88/606,873	9/6/19		
	BARK BRIGHT	88/606,848	9/6/19		
	BARK BRIGHT & Design	88/606,865	9/6/19		
	BARK Stylized	87/562,740	8/9/17		
	BARKSHOP Stylized	88/045,903	7/20/18		
	DOG PEOPLE GET IT	87/561,154	8/8/17		
	THE BARK COMPANY	88/356,869	3/26/19		

**EXHIBIT B**

**Patents and Patent Applications**

<b>Patent</b>	<b>App/Reg. No.</b>	<b>App/Reg. Date</b>
BOWL STAND	29/641,607	03/23/2018
APPARATUS AND METHOD FOR TRANSPORTING ANIMAL	16/363,286	03/25/2019
APPARATUS AND MEHOD FOR ANIMAL DENTAL CLEANING	63/082,581	09/24/2020
PET DENTAL CHEW	29/754,309	10/09/2020
PET TOY	63/001,569	03/30/2020