

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616044

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WellPet LLC		12/21/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as collateral agent
Street Address:	115 S. LaSalle
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 134

Property Type	Number	Word Mark
Registration Number:	3471406	ACTICOAT
Registration Number:	3513936	ACTICOATED
Registration Number:	6002709	ALL NATURAL. IN OUR BONES SINCE 1926.
Registration Number:	3791261	AT THE HEART OF ALL WE DO
Registration Number:	2875964	BAC'N'CHEEZ
Registration Number:	5376775	BATTLE OF THE BISCUITS
Registration Number:	5376776	BATTLE OF THE BISCUITS
Registration Number:	5356426	BETTER DIGESTION. BETTER NUTRITION. BETT
Registration Number:	3823357	BIG DOG
Registration Number:	4124026	BITZ
Registration Number:	2156343	BLUE RIBBON QUALITY
Registration Number:	5552135	BOWL BOOSTERS
Registration Number:	2640654	CHAR-TAR
Registration Number:	3905977	CHICK 'N' APPLES
Registration Number:	4787371	COCOCHIA
Registration Number:	4587293	COMPLETE HEALTH
Registration Number:	3352999	CORE
Registration Number:	3462068	CORE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3472088	CORE
Registration Number:	5550658	CORE RAWREV
Registration Number:	2187882	
Registration Number:	5000084	DRIZZLES
Registration Number:	5000085	DRIZZLES
Registration Number:	1697888	EAGLE PACK
Registration Number:	2182499	EAGLE PACK
Registration Number:	3579882	EAGLE PACK
Registration Number:	3994747	EAGLE PACK NATURAL PET FOOD
Registration Number:	4003393	EAGLE PACK
Registration Number:	4007044	EAGLE PACK
Registration Number:	2284080	FAITHFUL FRIENDS
Registration Number:	5551718	FARM FRESH KITCHENS
Registration Number:	4553435	FRUIT'INS
Registration Number:	2786952	GIMME A KISS
Registration Number:	3808275	GIVE 'EM SOME SNACK LOVE
Registration Number:	4061291	GIVE 'EM SOME SNACK LOVE
Registration Number:	3108164	GOOD DOG
Registration Number:	4354891	HEAD TO TAIL HEALTH STARTS IN THE MIDDLE
Registration Number:	3350455	HEALTHY INDULGENCE
Registration Number:	4061290	
Registration Number:	3895183	HOLISTIC PET COMMUNITY
Registration Number:	3533637	HOLISTIC SELECT
Registration Number:	2754276	HOLISTIX
Registration Number:	0713260	HY-RATION
Registration Number:	2632943	JUST VEGG'N
Registration Number:	4553434	KITTLES
Registration Number:	4369564	LIKE YOGURT FOR PETS
Registration Number:	3909546	LIV 'R' WEDGES
Registration Number:	4778470	LIVING NUTRITION
Registration Number:	2000775	LIV'R'CRUNCH
Registration Number:	5591056	MAKE EVERY MEALTIME COUNT
Registration Number:	3966320	
Registration Number:	5162713	MARROW ROASTS
Registration Number:	5581880	MEAT MATTERS
Registration Number:	2243779	MEATIES
Registration Number:	2747000	MOTHER'S FINEST
Registration Number:	3898204	MOTHER'S SOLUTIONS

Property Type	Number	Word Mark
Registration Number:	5311438	NO MORE BORING BOWLS!
Registration Number:	3554096	NOTHING IN EXCESS AND EVERYTHING IN BALA
Registration Number:	3911750	NUTRITION IN ACTION
Registration Number:	1181414	OLD MOTHER HUBBARD
Registration Number:	2005062	OLD MOTHER HUBBARD
Registration Number:	2032715	OLD MOTHER HUBBARD
Registration Number:	3924226	OLD MOTHER HUBBARD BAKING CO. EST. 1926
Registration Number:	2005061	OLD MOTHER HUBBARD BITZ
Registration Number:	2510933	OMEGA HEALTH
Registration Number:	4676514	PETITE ENTREES
Registration Number:	1867750	P-NUTTIER
Registration Number:	2211962	P-NUTTY
Registration Number:	3619130	P-NUTTY
Registration Number:	2428855	PRISM
Registration Number:	3346355	PURE REWARDS
Registration Number:	5498049	RAW GOODNESS
Registration Number:	5059608	RAW MADE AFFORDABLE.
Registration Number:	4738632	RAW MADE EASY
Registration Number:	5059607	RAW MADE FORAGER FRESH.
Registration Number:	2246217	SAVORY SELECTIONS OLD MOTHER HUBBARD
Registration Number:	2161512	SELECT CHUNK
Registration Number:	4344033	SIMPLY SALMON
Registration Number:	5215418	SIMPLY SHREDS
Registration Number:	5166464	SIMPLYBEEF
Registration Number:	5433005	SIMPLYBOAR
Registration Number:	5185671	SIMPLYGOAT
Registration Number:	5166463	SIMPLYLAMB
Registration Number:	5351531	SIMPLYPUPPY
Registration Number:	5166465	SIMPLYTURKEY
Registration Number:	5308057	SIMPLYVENISON
Registration Number:	4077453	SNACK LOVE
Registration Number:	3818085	SOJOS
Registration Number:	5054113	SOJOS
Registration Number:	5054108	SOJOS
Registration Number:	5693251	SOJOS MIX-A-MEAL
Registration Number:	4783557	SOJOS WILD
Registration Number:	2043322	SOJOURNER FARMS
Registration Number:	6130126	

Property Type	Number	Word Mark
Registration Number:	2639407	SUPER5MIX
Registration Number:	1747328	THE LEADERS OF THE PACK
Registration Number:	3698439	THE WELLNESS WAY
Registration Number:	3513937	THE WELLPET FOUNDATION
Registration Number:	6037680	THIS IS WELLNESS
Registration Number:	6103654	THROW 'EM A BETTER BONE
Registration Number:	5928202	TINY TASTERS
Registration Number:	4769130	TRUFOOD
Registration Number:	2698458	UNCONDITIONAL LOVE. UNCOMPROMISING NUTRI
Registration Number:	4580663	WE DO MORE THAN MAKE PET FOOD. WE CREATE
Registration Number:	2664033	WELLBARS
Registration Number:	3350456	WELLBITES
Registration Number:	2955421	WELLCOAT
Registration Number:	2835106	WELLFLEX
Registration Number:	2263784	WELLNESS
Registration Number:	2349101	WELLNESS
Registration Number:	2425652	WELLNESS
Registration Number:	2457978	WELLNESS
Registration Number:	4835574	WELLNESS COMPLETE HEALTH
Registration Number:	5166575	WELLNESS CORE
Registration Number:	5308234	WELLNESS CORE
Registration Number:	5278126	WELLNESS CORE RAWREV GRAIN FREE · PROTEI
Registration Number:	4676436	WELLNESS DIVINE DUOS
Registration Number:	4693505	WELLNESS DIVINE DUOS
Registration Number:	2509667	WELLNESS FOR LIFE
Registration Number:	6128136	WELLNESS FOUNDATION
Registration Number:	4412179	WELLNESS SIGNATURE SELECTS
Registration Number:	4723771	WELLNESS SIMPLE
Registration Number:	2322461	WELLNESS SUPER5MIX
Registration Number:	4769131	WELLNESS TRUFOOD
Registration Number:	5090857	WELLNESS TRUFOOD
Registration Number:	5090862	WELLNESS TRUFOOD
Registration Number:	5238147	WELLNESS TRUFOOD LIVING NUTRITION MAKE I
Registration Number:	5596538	WELLNESS WHERE HEALTHY MEETS HAPPY
Registration Number:	3472101	WELLPET
Registration Number:	4610902	WELLPET
Registration Number:	3615334	WELLPET FOUNDATION
Registration Number:	2955422	WELLTABS

Property Type	Number	Word Mark
Serial Number:	90049174	CATISFACTION GUARANTEED
Serial Number:	88787674	

CORRESPONDENCE DATA

Fax Number: 2138924738
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: 424-386-4328
Email: dcip@milbank.com, marnold@milbank.com
Correspondent Name: Monica Arnold, Esq.
Address Line 1: 2029 Century Park East, 33rd Floor
Address Line 2: Milbank, LLP
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	57000.00083
NAME OF SUBMITTER:	Monica Arnold
SIGNATURE:	/s/ Monica Arnold /s/
DATE SIGNED:	12/22/2020

Total Attachments: 17

- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page1.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page2.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page3.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page4.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page5.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page6.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page7.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page8.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page9.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page10.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page11.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page12.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page13.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page14.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page15.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page16.tif
- source=Project Patriot - Second Lien IP Security Agreement (EXECUTION)#page17.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement"), dated December 21, 2020, is between the Person listed on the signature pages hereof (the "Grantor") and Bank of Montreal, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Woof Holdings, Inc., a Delaware corporation (the "Borrower") and Woof Intermediate, Inc., a Delaware corporation ("Holdings") have entered into the Second Lien Term Loan Credit Agreement, dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto and Bank of Montreal, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders from time to time, the Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. Grant of Security. The Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of the Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

a. all Patents, including, without limitation, those set forth in Schedule A hereto;

b. all Trademarks, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby;

c. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

d. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This IP Security Agreement may be executed in any number of 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. Delivery of an executed signature page of this IP Security Agreement by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this IP Security Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. SECTION 10.15 (*GOVERNING LAW; JURISDICTION*), SECTION 10.16 (*SERVICE OF PROCESS*) AND SECTION 10.17 (*WAIVER OF RIGHT TO TRIAL BY JURY*) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

G. Intercreditor Agreements. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement and the Credit Agreement), the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, herein and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement and the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement). In the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) and this IP Security Agreement, the provisions of such intercreditor agreement shall prevail. Notwithstanding the foregoing, the Grantor expressly acknowledges and agrees that each of the First Lien/Second Lien Intercreditor Agreement and the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) is solely for the benefit of the parties thereto, and that notwithstanding the fact that the exercise of certain of the Collateral Agent's and the other Secured Parties' rights under this IP Security Agreement and the other Loan Documents may be subject to the First Lien/Second Lien Intercreditor Agreement and/or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement), no action taken or not taken by the Collateral Agent or any other Secured Party in accordance with the terms of the First Lien/Second Lien Intercreditor Agreement and/or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) shall constitute, or be deemed to constitute, a waiver by the Collateral Agent or any other Secured Party of any rights such Person has with respect to the Grantor under any Loan Document and except as specified herein, nothing contained in the First Lien/Second Lien Intercreditor Agreement and/or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) shall be deemed to modify any of the provisions of this IP Security Agreement and the other Loan Documents, which, as among the other Grantor, the Collateral Agent and the other Secured Parties, shall remain in full force and effect.

* * * * *

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

WELLPET LLC,
a Delaware limited liability company,
as a Grantor

By: *William J. McDonald*
Name: William J. McDonald
Title: Treasurer

BANK OF MONTREAL,
as Collateral Agent

By: 
Name: Katie Jones
Title: Managing Director


SCHEDULE A

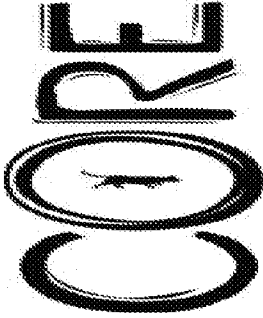
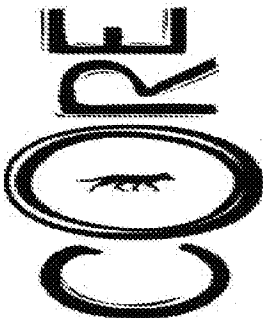
Patents


Title	Country	Application No./ Filing Date	Patent Number Issue Date	Status	Current Owner of Record
CONTAINER	US	US 29/445,854 2/18/2013	D694621 12/3/2013	Registered	WellPet, LLC

SCHEDULE B

Trademarks


Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
CATISFACTION GUARANTEED	US	90049174 13-JUL-2020		Pending	WellPet LLC
CIRCLE and Design 	US	88787674 06-FEB-2020		Pending	WellPet LLC
ACTICOAT	US	77343332 04-DEC-2007	3471406 22-JUL-2008	Registered	WellPet LLC
ACTICOATED	US	77343146 04-DEC-2007	3513936 07-OCT-2008	Registered	WellPet LLC
ALL NATURAL. IN OUR BONES SINCE 1926.	US	88635896 30-SEP-2019	6002709 03-MAR-2020	Registered	WellPet LLC
AT THE HEART OF ALL WE DO	US	77705002 02-APR-2009	3791261 18-MAY-2010	Registered	WellPet LLC
BAC'N'CHEEZ	US	76215510 23-FEB-2001	2875964 24-AUG-2004	Registered	WellPet LLC
BATTLE OF THE BISCUITS	US	87323774 03-FEB-2017	5376775 09-JAN-2018	Registered	WellPet LLC
BATTLE OF THE BISCUITS	US	87323792 03-FEB-2017	5376776 09-JAN-2018	Registered	WellPet LLC
BETTER DIGESTION. BETTER NUTRITION. BETTER LIFE.	US	87290601 05-JAN-2017	5356426 12-DEC-2017	Registered	WellPet LLC
BIG DOG	US	77780346 14-JUL-2009	3823357 20-JUL-2010	Registered	WellPet LLC
BITZ	US	85225521 25-JAN-2011	4124026 10-APR-2012	Registered	WellPet LLC
BLUE RIBBON QUALITY	US	75206321 02-DEC-1996	2156343 12-MAY-1998	Registered	WellPet LLC

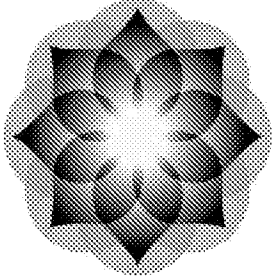
Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
BOWL BOOSTERS	US	87537241 21-JUL-2017	5552135 28-AUG-2018	Registered	WellPet LLC
CHAR-TAR	US	76182161 18-DEC-2000	2640654 22-OCT-2002	Registered	WellPet LLC
CHICK 'N' APPLES	US	85018556 20-APR-2010	3905977 11-JAN-2011	Registered	WellPet LLC
COCOCHIA	US	86385486 04-SEP-2014	4787371 04-AUG-2015	Registered	WellPet LLC
COMPLETE HEALTH	US	86016142 22-JUL-2013	4587293 19-AUG-2014	Registered	WellPet LLC
CORE	US	77012644 03-OCT-2006	3352999 11-DEC-2007	Registered	WellPet LLC
CORE and Design 	US	77343205 04-DEC-2007	3462068 08-JUL-2008	Registered	WellPet LLC
CORE and Design 	US	77363265 03-JAN-2008	3472088 22-JUL-2008	Registered	WellPet LLC
CORE RAWREV	US	87771803 26-JAN-2018	5550658 28-AUG-2018	Registered	WellPet LLC

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
Design Only 	US	75382566 31-OCT-1997	2187882 08-SEP-1998	Registered	WellPet LLC
DRIZZLES	US	86746429 03-SEP-2015	5000084 12-JUL-2016	Registered	WellPet LLC
DRIZZLES	US	86746447 03-SEP-2015	5000085 12-JUL-2016	Registered	WellPet LLC
EAGLE PACK	US	74174438 10-JUN-1991	1697888 30-JUN-1992	Registered	WellPet LLC
EAGLE PACK	US	75357700 16-SEP-1997	2182499 18-AUG-1998	Registered	WellPet LLC
EAGLE PACK	US	77522278 15-JUL-2008	3579882 24-FEB-2009	Registered	WellPet LLC
EAGLE PACK NATURAL PET FOOD	US	77966237 23-MAR-2010	3994747 12-JUL-2011	Registered	WellPet LLC
EAGLE PACK and Design 	US	77966247 23-MAR-2010	4003393 26-JUL-2011	Registered	WellPet LLC
EAGLE PACK and Design 	US	77966258 23-MAR-2010	4007044 02-AUG-2011	Registered	WellPet LLC

#4815-7437-5636
KE 73087517.6

TRADEMARK
REEL: 007142 FRAME: 0944



Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
FAITHFUL FRIENDS	US	75449825 13-MAR-1998	2284080 05-OCT-1999	Registered	WellPet LLC
FARM FRESH KITCHENS	US	87401273 06-APR-2017	5551718 28-AUG-2018	Registered	WellPet LLC
FRUIT'INS	US	86095485 18-OCT-2013	4553435 17-JUN-2014	Registered	WellPet LLC
GIMME A KISS	US	76200175 25-JAN-2001	2786952 25-NOV-2003	Registered	WellPet LLC
GIVE 'EM SOME SNACK LOVE	US	77734588 12-MAY-2009	3808275 22-JUN-2010	Registered	WellPet LLC
GIVE 'EM SOME SNACK LOVE	US	85132287 17-SEP-2010	4061291 22-NOV-2011	Registered	WellPet LLC
GOOD DOG	US	78569969 17-FEB-2005	3108164 20-JUN-2006	Registered	WellPet LLC
HEAD TO TAIL HEALTH STARTS IN THE MIDDLE	US	85537840 09-FEB-2012	4354891 18-JUN-2013	Registered	WellPet LLC
HEALTHY INDULGENCE	US	78979183 01-MAY-2006	3350455 04-DEC-2007	Registered	WellPet LLC
Design Only 	US	85132278 17-SEP-2010	4061290 22-NOV-2011	Registered	WellPet LLC
HOLISTIC PET COMMUNITY	US	77869874 11-NOV-2009	3895183 21-DEC-2010	Registered	WellPet LLC
HOLISTIC SELECT	US	77423691 17-MAR-2008	3533637 18-NOV-2008	Registered	WellPet LLC
HOLISTIX	US	76411026 23-MAY-2002	2754276 19-AUG-2003	Registered	WellPet LLC
HY-RATION	US	72102114 05-AUG-1960	0713260 28-MAR-1961	Registered	WellPet LLC
JUST VEGG'N	US	76182160 18-DEC-2000	2632943 08-OCT-2002	Registered	WellPet LLC
KITTLES	US	86095470 18-OCT-2013	4553434 17-JUN-2014	Registered	WellPet LLC

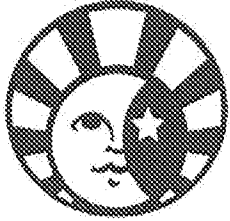
Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
LIKE YOGURT FOR PETS	US	85573039 19-MAR-2012	4369564 16-JUL-2013	Registered	WellPet LLC
LIV 'R' WEDGES	US	85029666 04-MAY-2010	3909546 18-JAN-2011	Registered	WellPet LLC
LIVING NUTRITION	US	86262849 25-APR-2014	4778470 21-JUL-2015	Registered	WellPet LLC
LIV'R'CRUNCH	US	74644950 08-MAR-1995	2000775 17-SEP-1996	Registered	WellPet LLC
MAKE EVERY MEALTIME COUNT	US	87345023 22-FEB-2017	5591056 23-OCT-2018	Registered	WellPet LLC
Design Only 	US	85151778 13-OCT-2010	3966320 24-MAY-2011	Registered	WellPet LLC
MARROW ROASTS	US	86960872 01-APR-2016	5162713 14-MAR-2017	Registered	WellPet LLC
MEAT MATTERS	US	87537231 21-JUL-2017	5581880 09-OCT-2018	Registered	WellPet LLC
MEATIES	US	75361236 22-SEP-1997	2243779 04-MAY-1999	Registered	WellPet LLC
MOTHER'S FINEST	US	76461732 25-OCT-2002	2747000 05-AUG-2003	Registered	WellPet LLC
MOTHER'S SOLUTIONS	US	85018531 20-APR-2010	3898204 28-DEC-2010	Registered	WellPet LLC
NO MORE BORING BOWLS!	US	87440732 08-MAY-2017	5311438 17-OCT-2017	Registered	WellPet LLC
NOTHING IN EXCESS AND EVERYTHING IN BALANCE	US	77499523 16-JUN-2008	3554096 30-DEC-2008	Registered	WellPet LLC
NUTRITION IN ACTION	US	77734622 12-MAY-2009	3911750 25-JAN-2011	Registered	WellPet LLC
OLD MOTHER HUBBARD	US	73303231 30-MAR-1981	1181414 08-DEC-1981	Registered	WellPet LLC

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
OLD MOTHER HUBBARD	US	74602260 23-NOV-1994	2005062 01-OCT-1996	Registered	WellPet LLC
OLD MOTHER HUBBARD	US	74602258 23-NOV-1994	2032715 21-JAN-1997	Registered	WellPet LLC
OLD MOTHER HUBBARD BAKING CO. EST. 1926	US	85019450 21-APR-2010	3924226 22-FEB-2011	Registered	WellPet LLC
OLD MOTHER HUBBARD BITZ	US	74602259 23-NOV-1994	2005061 01-OCT-1996	Registered	WellPet LLC
OMEGA HEALTH	US	75673795 02-APR-1999	2510933 20-NOV-2001	Registered	WellPet LLC
PETITE ENTREES	US	86144422 16-DEC-2013	4676514 20-JAN-2015	Registered	WellPet LLC
P-NUTTIER	US	74395843 28-MAY-1993	1867750 13-DEC-1994	Registered	WellPet LLC
P-NUTTY	US	75234393 31-JAN-1997	2211962 15-DEC-1998	Registered	WellPet LLC
P-NUTTY	US	77584854 03-OCT-2008	3619130 12-MAY-2009	Registered	WellPet LLC
PRISM	US	75662103 17-MAR-1999	2428855 13-FEB-2001	Registered	WellPet LLC
PURE REWARDS	US	78979185 10-APR-2006	3346355 27-NOV-2007	Registered	WellPet LLC
RAW GOODNESS	US	86385479 04-SEP-2014	5498049 19-JUN-2018	Registered	WellPet LLC
RAW MADE AFFORDABLE.	US	87009047 21-APR-2016	5059608 11-OCT-2016	Registered	WellPet LLC
RAW MADE EASY	US	86401587 22-SEP-2014	4738632 19-MAY-2015	Registered	WellPet LLC
RAW MADE FORAGER FRESH.	US	87009030 21-APR-2016	5059607 11-OCT-2016	Registered	WellPet LLC
SAVORY SELECTIONS OLD MOTHER HUBBARD	US	75509425 26-JUN-1998	2246217 18-MAY-1999	Registered	WellPet LLC
SELECT CHUNK	US	75206232 02-DEC-1996	2161512 02-JUN-1998	Registered	WellPet LLC
SIMPLY SALMON	US	85633272 23-MAY-2012	4344033 28-MAY-2013	Registered	WellPet LLC
SIMPLY SHREDS	US	87190870 03-OCT-2016	5215418 30-MAY-2017	Registered	WellPet LLC


#4815-7437-5636
KE 73087517.6

TRADEMARK
REEL: 007142 FRAME: 0947

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
SIMPLYBEEF	US	87159678 02-SEP-2016	5166464 21-MAR-2017	Registered	WellPet LLC
SIMPLYBOAR	US	87585936 28-AUG-2017	5433005 27-MAR-2018	Registered	WellPet LLC
SIMPLYGOAT	US	87159935 02-SEP-2016	5185671 18-APR-2017	Registered	WellPet LLC
SIMPLYLAMB	US	87159638 02-SEP-2016	5166463 21-MAR-2017	Registered	WellPet LLC
SIMPLYPUPPY	US	87139714 16-AUG-2016	5351531 05-DEC-2017	Registered	WellPet LLC
SIMPLYTURKEY	US	87159918 02-SEP-2016	5166465 21-MAR-2017	Registered	WellPet LLC
SIMPLYVENISON	US	87159659 02-SEP-2016	5308057 10-OCT-2017	Registered	WellPet LLC
SNACK LOVE	US	77734598 12-MAY-2009	4077453 27-DEC-2011	Registered	WellPet LLC
SOJOS	US	77885599 03-DEC-2009	3818085 13-JUL-2010	Registered	WellPet LLC
SOJOS and Design 	US	86918613 24-FEB-2016	5054113 04-OCT-2016	Registered	WellPet LLC
SOJOS and Design 	US	86918580 24-FEB-2016	5054108 04-OCT-2016	Registered	WellPet LLC
SOJOS MIX-A-MEAL	US	87769867 25-JAN-2018	5693251 05-MAR-2019	Registered	WellPet LLC
SOJOS WILD	US	86464351 25-NOV-2014	4783557 28-JUL-2015	Registered	WellPet LLC

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
SOJOURNER FARMS	US	75062226 23-FEB-1996	2043322 11-MAR-1997	Registered	WellPet LLC
Design Only 	US	88787634 06-FEB-2020	6130126 18-AUG-2020	Registered	WellPet LLC
SUPER5MIX	US	76360019 17-JAN-2002	2639407 22-OCT-2002	Registered	WellPet LLC
THE LEADERS OF THE PACK	US	74280024 01-JUN-1992	1747328 19-JAN-1993	Registered	WellPet LLC
THE WELLNESS WAY	US	77702775 31-MAR-2009	3698439 20-OCT-2009	Registered	WellPet LLC
THE WELLPET FOUNDATION	US	77343162 04-DEC-2007	3513937 07-OCT-2008	Registered	WellPet LLC
THIS IS WELLNESS	US	87839553 19-MAR-2018	6037680 21-APR-2020	Registered	WellPet LLC
THROW 'EM A BETTER BONE	US	88619239 17-SEP-2019	6103654 14-JUL-2020	Registered	WellPet LLC
TINY TASTERS	US	88143572 04-OCT-2018	5928202 03-DEC-2019	Registered	WellPet LLC
TRUFOOD	US	85871198 08-MAR-2013	4769130 07-JUL-2015	Registered	WellPet LLC
UNCONDITIONAL LOVE. UNCOMPROMISING NUTRITION.	US	76215512 23-FEB-2001	2698458 18-MAR-2003	Registered	WellPet LLC
WE DO MORE THAN MAKE PET FOOD. WE CREATE WELLNESS.	US	85650649 13-JUN-2012	4580663 05-AUG-2014	Registered	WellPet LLC
WELLBARS	US	76083840 06-JUL-2000	2664033 17-DEC-2002	Registered	WellPet LLC
WELLBITES	US	78979184 10-APR-2006	3350456 04-DEC-2007	Registered	WellPet LLC

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
WELLCOAT	US	76519032 14-MAY-2003	2955421 24-MAY-2005	Registered	WellPet LLC
WELLFLEX	US	76383952 19-MAR-2002	2835106 20-APR-2004	Registered	WellPet LLC
WELLNESS	US	75480669 30-APR-1998	2263784 20-JUL-1999	Registered	WellPet LLC
WELLNESS	US	75527223 29-JUL-1998	2349101 09-MAY-2000	Registered	WellPet LLC
WELLNESS	US	75607969 18-DEC-1998	2425652 30-JAN-2001	Registered	WellPet LLC
WELLNESS	US	75607970 18-DEC-1998	2457978 05-JUN-2001	Registered	WellPet LLC
WELLNESS COMPLETE HEALTH	US	86545931 25-FEB-2015	4835574 20-OCT-2015	Registered	WellPet LLC
WELLNESS CORE	US	87226637 04-NOV-2016	5166575 21-MAR-2017	Registered	WellPet LLC
WELLNESS CORE	US	87226662 04-NOV-2016	5308234 10-OCT-2017	Registered	WellPet LLC
WELLNESS CORE RAWREV GRAIN FREE · PROTEINRICH	US	87229596 08-NOV-2016	5278126 29-AUG-2017	Registered	WellPet LLC
WELLNESS DIVINE DUOS	US	86109200 04-NOV-2013	4676436 20-JAN-2015	Registered	WellPet LLC
WELLNESS DIVINE DUOS	US	86259306 22-APR-2014	4693505 24-FEB-2015	Registered	WellPet LLC
WELLNESS FOR LIFE	US	76161938 08-NOV-2000	2509667 20-NOV-2001	Registered	WellPet LLC
WELLNESS FOUNDATION	US	88558946 01-AUG-2019	6128136 18-AUG-2020	Registered	WellPet LLC
WELLNESS SIGNATURE SELECTS	US	85737428 25-SEP-2012	4412179 01-OCT-2013	Registered	WellPet LLC
WELLNESS SIMPLE	US	86398416 18-SEP-2014	4723771 21-APR-2015	Registered	WellPet LLC
WELLNESS SUPER5MIX	US	75527221 29-JUL-1998	2322461 22-FEB-2000	Registered	WellPet LLC
WELLNESS TRUFOOD	US	85871210 08-MAR-2013	4769131 07-JUL-2015	Registered	WellPet LLC
WELLNESS TRUFOOD	US	87009374 21-APR-2016	5090857 29-NOV-2016	Registered	WellPet LLC

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
WELLNESS TRUFOOD	US	87009435 21-APR-2016	5090862 29-NOV-2016	Registered	WellPet LLC
WELLNESS TRUFOOD LIVING NUTRITION MAKE IT FRESH	US	87056844 01-JUN-2016	5238147 04-JUL-2017	Registered	WellPet LLC
WELLNESS WHERE HEALTHY MEETS HAPPY	US	87379027 21-MAR-2017	5596538 30-OCT-2018	Registered	WellPet LLC
WELLPET	US	77366275 08-JAN-2008	3472101 22-JUL-2008	Registered	WellPet LLC
WELLPET	US	85982316 30-JAN-2013	4610902 23-SEP-2014	Registered	WellPet LLC
WELLPET FOUNDATION and Design 	US	77575291 22-SEP-2008	3615334 05-MAY-2009	Registered	WellPet LLC
WELLTABS	US	76519034 14-MAY-2003	2955422 24-MAY-2005	Registered	WellPet LLC

SCHEDULE C**Copyrights**

Title	Copyright Number	Date	Owner
CORE Packaging Design	VA0001694723	2009	WellPet LLC
CORE Packaging Design (cat)	VA0001682302	2009	WellPet LLC
Neura baked is better.	VA0000557407	1993	WellPet LLC
WELLNESS Large Breed Super 5 Mix Puppy Health.	VA0001672925	2009	WellPet LLC
WELLNESS Small Breed Super 5 Mix Adult Health.	VA0001672945	2009	WellPet LLC
WELLNESS Super 5 Mix Complete Health.	VA0001672943	2009	WellPet LLC
WELLNESS Super 5 Mix Complete Health.	VA0001672949	2009	WellPet LLC
WELLNESS Super 5 Mix Complete Health.	VA0001672936	2009	WellPet LLC
WELLNESS Super 5 Mix Just for Puppy.	VA0001672927	2009	WellPet LLC
WELLNESS Super 5 Mix Just for Seniors.	VA0001672939	2009	WellPet LLC
WELLNESS: Super5mix.	VA0001669589	2009	WellPet LLC

#4815-7437-5636
KE 73087517.6