

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621483

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WellPet LLC		12/21/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1800 Century Park East, Suite 1100		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 134</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90049174	CATISFACTION GUARANTEED	
<b>Serial Number:</b>	88787674		
<b>Registration Number:</b>	3471406	ACTICOAT	
<b>Registration Number:</b>	3513936	ACTICOATED	
<b>Registration Number:</b>	6002709	ALL NATURAL. IN OUR BONES SINCE 1926.	
<b>Registration Number:</b>	3791261	AT THE HEART OF ALL WE DO	
<b>Registration Number:</b>	2875964	BAC'N'CHEEZ	
<b>Registration Number:</b>	5376775	BATTLE OF THE BISCUITS	
<b>Registration Number:</b>	5376776	BATTLE OF THE BISCUITS	
<b>Registration Number:</b>	5356426	BETTER DIGESTION. BETTER NUTRITION. BETT	
<b>Registration Number:</b>	3823357	BIG DOG	
<b>Registration Number:</b>	4124026	BITZ	
<b>Registration Number:</b>	2156343	BLUE RIBBON QUALITY	
<b>Registration Number:</b>	5552135	BOWL BOOSTERS	
<b>Registration Number:</b>	2640654	CHAR-TAR	
<b>Registration Number:</b>	3905977	CHICK 'N' APPLES	
<b>Registration Number:</b>	4787371	COCOCHIA	
<b>Registration Number:</b>	4587293	COMPLETE HEALTH	
<b>Registration Number:</b>	3352999	CORE	
<b>TRADEMARK</b>			

CH \$3365.00 90049174

Property Type	Number	Word Mark
Registration Number:	3462068	CORE
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

Property Type	Number	Word Mark
Registration Number:	3898204	MOTHER'S SOLUTIONS
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

Property Type	Number	Word Mark
Registration Number:	6130126	
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

Property Type	Number	Word Mark
Registration Number:	2955422	WELLTABS

**CORRESPONDENCE DATA**

**Fax Number:** 2027393001

*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:** 2027395866

**Email:** felicia.gordon@morganlewis.com

**Correspondent Name:** Morgan, Lewis & Bockius LLP

**Address Line 1:** 1111 Pennsylvania Avenue, NW

**Address Line 2:** Attn: TMSU

**Address Line 4:** Washington, D.C. 20004

**ATTORNEY DOCKET NUMBER:** 058438.14.0841

**NAME OF SUBMITTER:** Felicia D. Gordon

**SIGNATURE:** /Felicia D. Gordon/

**DATE SIGNED:** 01/21/2021

**Total Attachments: 18**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **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 Wells Fargo Bank, National Association, 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 “Parent Borrower”), Woof Intermediate, Inc., a Delaware corporation (“Holdings”), and the other Borrowers and Guarantors from time to time party thereto have entered into the ABL Credit and Guarantee 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 Wells Fargo Bank, National Association, 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 Revolving Loans by the Lenders from time to time, the entry into Secured Swap Agreements by the Hedge Providers from time to time and the entry into Secured Cash Management Agreements by the banks or other financial institutions providing Cash Management Services from time to time, the Grantor has executed and delivered that certain ABL Security Agreement, dated 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 security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and 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 on Schedule A hereto;

b. all Trademarks, including, without limitation, those set forth on 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 on 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 Secured Documents (as such Secured 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 Secured 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 and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower and the Collateral Agent. This IP Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant

and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

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 12.08 (*GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

G. ABL/Term Loan Intercreditor Agreement. 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 ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 11.10 of the Credit Agreement). In the event of any conflict or inconsistency between the provisions of the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 11.10 of the Credit Agreement) and this IP Security Agreement, the provisions of such intercreditor agreement shall prevail. Notwithstanding the foregoing, each Grantor expressly acknowledges and agrees that the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 11.10 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 ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 11.10 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 ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 11.10 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 any Grantor under any Loan Document and except as specified herein, nothing contained in the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 11.10 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 Grantors, 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

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,**  
as Collateral Agent

Digitally signed by  
Minna Lee  
Date: 2020.12.15  
15:15:41 -0800  
By: Minna Lee  
Name: Minna Lee  
Title: Authorized Signatory


**SCHEDULE A**

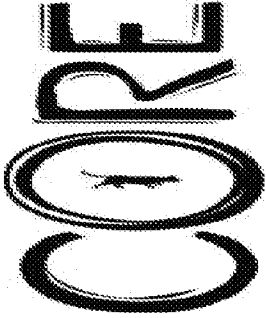
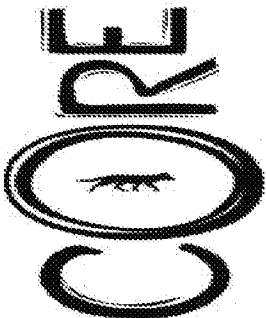
## Patents




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


**SCHEDULE B**

Trademarks

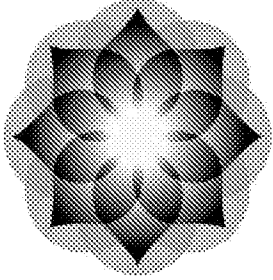
Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
<b>CATISFACTION GUARANTEED</b>	US	90049174 13-JUL-2020		Pending	WellPet LLC
<b>CIRCLE and Design</b> 	US	88787674 06-FEB-2020		Pending	WellPet LLC
<b>ACTICOAT</b>	US	77343332 04-DEC-2007	3471406 22-JUL-2008	Registered	WellPet LLC
<b>ACTICOATED</b>	US	77343146 04-DEC-2007	3513936 07-OCT-2008	Registered	WellPet LLC
<b>ALL NATURAL. IN OUR BONES SINCE 1926.</b>	US	88635896 30-SEP-2019	6002709 03-MAR-2020	Registered	WellPet LLC
<b>AT THE HEART OF ALL WE DO</b>	US	77705002 02-APR-2009	3791261 18-MAY-2010	Registered	WellPet LLC
<b>BAC'N'CHEEZ</b>	US	76215510 23-FEB-2001	2875964 24-AUG-2004	Registered	WellPet LLC
<b>BATTLE OF THE BISCUITS</b>	US	87323774 03-FEB-2017	5376775 09-JAN-2018	Registered	WellPet LLC
<b>BATTLE OF THE BISCUITS</b>	US	87323792 03-FEB-2017	5376776 09-JAN-2018	Registered	WellPet LLC
<b>BETTER DIGESTION. BETTER NUTRITION. BETTER LIFE.</b>	US	87290601 05-JAN-2017	5356426 12-DEC-2017	Registered	WellPet LLC
<b>BIG DOG</b>	US	77780346 14-JUL-2009	3823357 20-JUL-2010	Registered	WellPet LLC
<b>BITZ</b>	US	85225521 25-JAN-2011	4124026 10-APR-2012	Registered	WellPet LLC
<b>BLUE RIBBON QUALITY</b>	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
<b>BOWL BOOSTERS</b>	US	87537241 21-JUL-2017	5552135 28-AUG-2018	Registered	WellPet LLC
<b>CHAR-TAR</b>	US	76182161 18-DEC-2000	2640654 22-OCT-2002	Registered	WellPet LLC
<b>CHICK 'N' APPLES</b>	US	85018556 20-APR-2010	3905977 11-JAN-2011	Registered	WellPet LLC
<b>COCOCHIA</b>	US	86385486 04-SEP-2014	4787371 04-AUG-2015	Registered	WellPet LLC
<b>COMPLETE HEALTH</b>	US	86016142 22-JUL-2013	4587293 19-AUG-2014	Registered	WellPet LLC
<b>CORE</b>	US	77012644 03-OCT-2006	3352999 11-DEC-2007	Registered	WellPet LLC
<b>CORE and Design</b> 	US	77343205 04-DEC-2007	3462068 08-JUL-2008	Registered	WellPet LLC
<b>CORE and Design</b> 	US	77363265 03-JAN-2008	3472088 22-JUL-2008	Registered	WellPet LLC
<b>CORE RAWREV</b>	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
<b>Design Only</b>  	US	75382566 31-OCT-1997	2187882 08-SEP-1998	Registered	WellPet LLC
<b>DRIZZLES</b>	US	86746429 03-SEP-2015	5000084 12-JUL-2016	Registered	WellPet LLC
<b>DRIZZLES</b>	US	86746447 03-SEP-2015	5000085 12-JUL-2016	Registered	WellPet LLC
<b>EAGLE PACK</b>	US	74174438 10-JUN-1991	1697888 30-JUN-1992	Registered	WellPet LLC
<b>EAGLE PACK</b>	US	75357700 16-SEP-1997	2182499 18-AUG-1998	Registered	WellPet LLC
<b>EAGLE PACK</b>	US	77522278 15-JUL-2008	3579882 24-FEB-2009	Registered	WellPet LLC
<b>EAGLE PACK NATURAL PET FOOD</b>	US	77966237 23-MAR-2010	3994747 12-JUL-2011	Registered	WellPet LLC
<b>EAGLE PACK and Design</b>  	US	77966247 23-MAR-2010	4003393 26-JUL-2011	Registered	WellPet LLC
<b>EAGLE PACK and Design</b>  	US	77966258 23-MAR-2010	4007044 02-AUG-2011	Registered	WellPet LLC

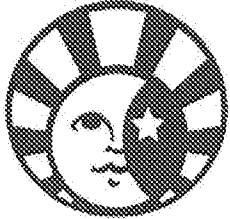
Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
<b>FAITHFUL FRIENDS</b>	US	75449825 13-MAR-1998	2284080 05-OCT-1999	Registered	WellPet LLC
<b>FARM FRESH KITCHENS</b>	US	87401273 06-APR-2017	5551718 28-AUG-2018	Registered	WellPet LLC
<b>FRUIT'INS</b>	US	86095485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




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

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<b>OLD MOTHER HUBBARD</b>	US	74602260 23-NOV-1994	2005062 01-OCT-1996	Registered	WellPet LLC
<b>OLD MOTHER HUBBARD</b>	US	74602258 23-NOV-1994	2032715 21-JAN-1997	Registered	WellPet LLC
<b>OLD MOTHER HUBBARD BAKING CO. EST. 1926</b>	US	85019450 21-APR-2010	3924226 22-FEB-2011	Registered	WellPet LLC
<b>OLD MOTHER HUBBARD BITZ</b>	US	74602259 23-NOV-1994	2005061 01-OCT-1996	Registered	WellPet LLC
<b>OMEGA HEALTH</b>	US	75673795 02-APR-1999	2510933 20-NOV-2001	Registered	WellPet LLC
<b>PETITE ENTREES</b>	US	86144422 16-DEC-2013	4676514 20-JAN-2015	Registered	WellPet LLC
<b>P-NUTTIER</b>	US	74395843 28-MAY-1993	1867750 13-DEC-1994	Registered	WellPet LLC
<b>P-NUTTY</b>	US	75234393 31-JAN-1997	2211962 15-DEC-1998	Registered	WellPet LLC
<b>P-NUTTY</b>	US	77584854 03-OCT-2008	3619130 12-MAY-2009	Registered	WellPet LLC
<b>PRISM</b>	US	75662103 17-MAR-1999	2428855 13-FEB-2001	Registered	WellPet LLC
<b>PURE REWARDS</b>	US	78979185 10-APR-2006	3346355 27-NOV-2007	Registered	WellPet LLC
<b>RAW GOODNESS</b>	US	86385479 04-SEP-2014	5498049 19-JUN-2018	Registered	WellPet LLC
<b>RAW MADE AFFORDABLE.</b>	US	87009047 21-APR-2016	5059608 11-OCT-2016	Registered	WellPet LLC
<b>RAW MADE EASY</b>	US	86401587 22-SEP-2014	4738632 19-MAY-2015	Registered	WellPet LLC
<b>RAW MADE FORAGER FRESH.</b>	US	87009030 21-APR-2016	5059607 11-OCT-2016	Registered	WellPet LLC
<b>SAVORY SELECTIONS OLD MOTHER HUBBARD</b>	US	75509425 26-JUN-1998	2246217 18-MAY-1999	Registered	WellPet LLC
<b>SELECT CHUNK</b>	US	75206232 02-DEC-1996	2161512 02-JUN-1998	Registered	WellPet LLC
<b>SIMPLY SALMON</b>	US	85633272 23-MAY-2012	4344033 28-MAY-2013	Registered	WellPet LLC
<b>SIMPLY SHREDS</b>	US	87190870 03-OCT-2016	5215418 30-MAY-2017	Registered	WellPet LLC

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<b>SIMPLYBEEF</b>	US	87159678 02-SEP-2016	5166464 21-MAR-2017	Registered	WellPet LLC
<b>SIMPLYBOAR</b>	US	87585936 28-AUG-2017	5433005 27-MAR-2018	Registered	WellPet LLC
<b>SIMPLYGOAT</b>	US	87159935 02-SEP-2016	5185671 18-APR-2017	Registered	WellPet LLC
<b>SIMPLYLAMB</b>	US	87159638 02-SEP-2016	5166463 21-MAR-2017	Registered	WellPet LLC
<b>SIMPLYPUPPY</b>	US	87139714 16-AUG-2016	5351531 05-DEC-2017	Registered	WellPet LLC
<b>SIMPLYTURKEY</b>	US	87159918 02-SEP-2016	5166465 21-MAR-2017	Registered	WellPet LLC
<b>SIMPLYVENISON</b>	US	87159659 02-SEP-2016	5308057 10-OCT-2017	Registered	WellPet LLC
<b>SNACK LOVE</b>	US	77734598 12-MAY-2009	4077453 27-DEC-2011	Registered	WellPet LLC
<b>SOJOS</b>	US	77885599 03-DEC-2009	3818085 13-JUL-2010	Registered	WellPet LLC
<b>SOJOS and Design</b> 	US	86918613 24-FEB-2016	5054113 04-OCT-2016	Registered	WellPet LLC
<b>SOJOS and Design</b> 	US	86918580 24-FEB-2016	5054108 04-OCT-2016	Registered	WellPet LLC
<b>SOJOS MIX-A-MEAL</b>	US	87769867 25-JAN-2018	5693251 05-MAR-2019	Registered	WellPet LLC
<b>SOJOS WILD</b>	US	86464351 25-NOV-2014	4783557 28-JUL-2015	Registered	WellPet LLC

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<b>SOJOURNER FARMS</b>	US	75062226 23-FEB-1996	2043322 11-MAR-1997	Registered	WellPet LLC
<b>Design Only</b> 	US	88787634 06-FEB-2020	6130126 18-AUG-2020	Registered	WellPet LLC
<b>SUPER5MIX</b>	US	76360019 17-JAN-2002	2639407 22-OCT-2002	Registered	WellPet LLC
<b>THE LEADERS OF THE PACK</b>	US	74280024 01-JUN-1992	1747328 19-JAN-1993	Registered	WellPet LLC
<b>THE WELLNESS WAY</b>	US	77702775 31-MAR-2009	3698439 20-OCT-2009	Registered	WellPet LLC
<b>THE WELLPET FOUNDATION</b>	US	77343162 04-DEC-2007	3513937 07-OCT-2008	Registered	WellPet LLC
<b>THIS IS WELLNESS</b>	US	87839553 19-MAR-2018	6037680 21-APR-2020	Registered	WellPet LLC
<b>THROW 'EM A BETTER BONE</b>	US	88619239 17-SEP-2019	6103654 14-JUL-2020	Registered	WellPet LLC
<b>TINY TASTERS</b>	US	88143572 04-OCT-2018	5928202 03-DEC-2019	Registered	WellPet LLC
<b>TRUFOOD</b>	US	85871198 08-MAR-2013	4769130 07-JUL-2015	Registered	WellPet LLC
<b>UNCONDITIONAL LOVE. UNCOMPROMISING NUTRITION.</b>	US	76215512 23-FEB-2001	2698458 18-MAR-2003	Registered	WellPet LLC
<b>WE DO MORE THAN MAKE PET FOOD. WE CREATE WELLNESS.</b>	US	85650649 13-JUN-2012	4580663 05-AUG-2014	Registered	WellPet LLC
<b>WELLBARS</b>	US	76083840 06-JUL-2000	2664033 17-DEC-2002	Registered	WellPet LLC
<b>WELLBITES</b>	US	78979184 10-APR-2006	3350456 04-DEC-2007	Registered	WellPet LLC

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<b>WELLCOAT</b>	US	76519032 14-MAY-2003	2955421 24-MAY-2005	Registered	WellPet LLC
<b>WELLFLEX</b>	US	76383952 19-MAR-2002	2835106 20-APR-2004	Registered	WellPet LLC
<b>WELLNESS</b>	US	75480669 30-APR-1998	2263784 20-JUL-1999	Registered	WellPet LLC
<b>WELLNESS</b>	US	75527223 29-JUL-1998	2349101 09-MAY-2000	Registered	WellPet LLC
<b>WELLNESS</b>	US	75607969 18-DEC-1998	2425652 30-JAN-2001	Registered	WellPet LLC
<b>WELLNESS</b>	US	75607970 18-DEC-1998	2457978 05-JUN-2001	Registered	WellPet LLC
<b>WELLNESS COMPLETE HEALTH</b>	US	86545931 25-FEB-2015	4835574 20-OCT-2015	Registered	WellPet LLC
<b>WELLNESS CORE</b>	US	87226637 04-NOV-2016	5166575 21-MAR-2017	Registered	WellPet LLC
<b>WELLNESS CORE</b>	US	87226662 04-NOV-2016	5308234 10-OCT-2017	Registered	WellPet LLC
<b>WELLNESS CORE RAWREV GRAIN FREE · PROTEINRICH</b>	US	87229596 08-NOV-2016	5278126 29-AUG-2017	Registered	WellPet LLC
<b>WELLNESS DIVINE DUOS</b>	US	86109200 04-NOV-2013	4676436 20-JAN-2015	Registered	WellPet LLC
<b>WELLNESS DIVINE DUOS</b>	US	86259306 22-APR-2014	4693505 24-FEB-2015	Registered	WellPet LLC
<b>WELLNESS FOR LIFE</b>	US	76161938 08-NOV-2000	2509667 20-NOV-2001	Registered	WellPet LLC
<b>WELLNESS FOUNDATION</b>	US	88558946 01-AUG-2019	6128136 18-AUG-2020	Registered	WellPet LLC
<b>WELLNESS SIGNATURE SELECTS</b>	US	85737428 25-SEP-2012	4412179 01-OCT-2013	Registered	WellPet LLC
<b>WELLNESS SIMPLE</b>	US	86398416 18-SEP-2014	4723771 21-APR-2015	Registered	WellPet LLC
<b>WELLNESS SUPER5MIX</b>	US	75527221 29-JUL-1998	2322461 22-FEB-2000	Registered	WellPet LLC
<b>WELLNESS TRUFOOD</b>	US	85871210 08-MAR-2013	4769131 07-JUL-2015	Registered	WellPet LLC
<b>WELLNESS TRUFOOD</b>	US	87009374 21-APR-2016	5090857 29-NOV-2016	Registered	WellPet LLC

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<b>WELLNESS TRUFOOD</b>	US	87009435 21-APR-2016	5090862 29-NOV-2016	Registered	WellPet LLC
<b>WELLNESS TRUFOOD LIVING NUTRITION MAKE IT FRESH</b>	US	87056844 01-JUN-2016	5238147 04-JUL-2017	Registered	WellPet LLC
<b>WELLNESS WHERE HEALTHY MEETS HAPPY</b>	US	87379027 21-MAR-2017	5596538 30-OCT-2018	Registered	WellPet LLC
<b>WELLPET</b>	US	77366275 08-JAN-2008	3472101 22-JUL-2008	Registered	WellPet LLC
<b>WELLPET</b>	US	85982316 30-JAN-2013	4610902 23-SEP-2014	Registered	WellPet LLC
<b>WELLPET FOUNDATION and Design</b>  	US	77575291 22-SEP-2008	3615334 05-MAY-2009	Registered	WellPet LLC
<b>WELLTABS</b>	US	76519034 14-MAY-2003	2955422 24-MAY-2005	Registered	WellPet LLC

**SCHEDULE C****Copyrights**

<b>Title</b>	<b>Copyright Number</b>	<b>Date</b>	<b>Owner</b>
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