

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AQUATIC SALES SOLUTIONS, LLC		12/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4870632		
Registration Number:	4107103	BULK REEF SUPPLY	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	20666856		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	01/31/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 18, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the signatory party hereto (the "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement.

WHEREAS, the Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of December 18, 2020 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Pet Enthusiast Buyer, LLC, as initial borrower, Aquatic Sales Solutions, LLC, immediately upon consummation of the Bulk Reef Acquisition (as defined in the Credit Agreement), as borrower, the financial institutions from time to time party thereto (together with their respective successors and permitted assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of December 18, 2020 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"; capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement) among the Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), the Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by the Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any "intent-to-use" applications for Trademarks filed under Section 1(b) of the Trademark Act, until such time as the Grantor

begins to use such Trademarks and a statement or declaration of use has been accepted by the United States Patent and Trademark Office);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by the Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

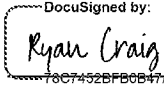
The Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]


IN WITNESS WHEREOF, the Grantor have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

AQUATIC SALES SOLUTIONS, LLC, as Grantor

DocuSigned by:
By: 
Name: Ryan Craig
Title: President

ACKNOWLEDGED:

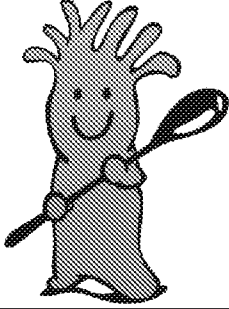
TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent

By: 
Drew Guyette (Doc. 17, 2020 20:35 CST)

Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

Loan Party	Mark	File No.	File Date	Date of Issuance	Jurisdiction
AQUATIC SALES SOLUTIONS, INC.		4870632	5/11/2015	12/15/2015	United States
AQUATIC SALES SOLUTIONS, INC.	BULK REEF SUPPLY	4107103	9/19/2011	2/28/2012	United States