

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grizzly Pet Products, LLC		03/01/2021	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	KAYNE SENIOR CREDIT IV LOANCO, LLC, as administrative agent		
Street Address:	150 N. Riverside Plaza, Suite 2010		
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:	5993768	GRIZZLY PET PRODUCTS FOODS & SUPPLEMENTS	
Registration Number:	5601379	GRIZZLY SALMON OIL OMEGA 3 FATTY ACIDS A	
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:	20641443		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	03/01/2021		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2021 (this “Trademark Security Agreement”), is made by Grizzly Pet Products, LLC, a Washington limited liability company (the “Grantor”), to and for the benefit of Kayne Senior Credit IV Loanco, LLC, in its capacity as administrative agent for certain lenders and the other holders of Secured Obligations (as defined in the Security Agreement described below) (in such capacity, the “Administrative Agent”).

WHEREAS, the Grantor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has collaterally assigned to the Administrative Agent and granted to the Administrative Agent for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in certain collateral, to secure the payment, performance and observance of the Secured Obligations.

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

1. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Security Agreement, the Grantor hereby grants to the Administrative Agent, a security interest in all of Grantor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”): (a) all of its Trademarks (as defined in the Security Agreement) including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

2. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein.


3. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Immediately Follows]




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

GRIZZLY PET PRODUCTS, LLC

By: 
Name: Olivier Amice
Title: Chief Executive Officer

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

MARK	COUNTRY	FILING DETAILS	GOODS AND SERVICES	OWNER
GRIZZLY PET PRODUCTS FOODS & SUPPLEMENTS ALL-NATURAL and Design 	US	Registered Reg 5993768 Reg 25-FEB-2020 App 88225519 App 11-DEC-2018	05 Dietary supplements for pets.	Grizzly Pet Products, LLC
GRIZZLY SALMON OIL OMEGA 3 FATTY ACIDS ALL-NATURAL and Design 	US	Registered Reg 5601379 Reg 06-NOV-2018 App 87905448 App 03-MAY-2018	05 Food supplements for pets, namely dogs and cats, containing salmon oil, all-natural ingredients and omega-3 fatty acids.	Grizzly Pet Products, LLC
GRIZZLY	European Union (EUTM)	REGISTERED Renewed in 2017 Reg 6501241 Reg 09-OCT-2008 App 6501241 App 10-DEC-2007	05 Veterinary preparations. 31 Foodstuffs for animals including food and fatty acids; additives for feeding stuff, not for medical use. 44 Veterinary services.	Grizzly Pet Products ApS
Design Only 	European Union	REGISTERED Renewed in 2017 Reg 6501183 Reg 09-OCT-2008 App 6501183 App 10-DEC-2007	05 Veterinary preparations. 31 Foodstuffs for animals including food and fatty acids; additives for feeding stuff, not for medical use. 44 Veterinary services.	Grizzly Pet Products ApS