

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651603

| | | | |
|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DOWNTOWN PET SUPPLY, LLC | | 06/02/2021 | Limited Liability Company: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Coventure - Monolith Credit Opportunities GP, LLC, as administrative agent and collateral agent | | |
| Street Address: | 600 Madison Avenue | | |
| Internal Address: | 17th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5643582 | MY DOGGY PLACE | |
| Registration Number: | 4824897 | DOWNTOWN PET SUPPLY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2126983599 | | |
| <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: | 2126983500 | | |
| Email: | patents@dechert.com | | |
| Correspondent Name: | DECHERT LLP | | |
| Address Line 1: | THREE BRYANT PARK | | |
| Address Line 2: | 1095 AVENUE OF THE AMERICAS | | |
| Address Line 4: | NEW YORK, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 182427 | | |
| NAME OF SUBMITTER: | Thomas A. Rayski | | |
| SIGNATURE: | /Thomas A. Rayski/ | | |
| DATE SIGNED: | 06/03/2021 | | |
| Total Attachments: 5 | | | |

CH \$65.00 5643582

source=2021-06-03_Monolith_182427_Trademark_Security_Agreement#page1.tif
source=2021-06-03_Monolith_182427_Trademark_Security_Agreement#page2.tif
source=2021-06-03_Monolith_182427_Trademark_Security_Agreement#page3.tif
source=2021-06-03_Monolith_182427_Trademark_Security_Agreement#page4.tif
source=2021-06-03_Monolith_182427_Trademark_Security_Agreement#page5.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, this Trademark Security Agreement, dated as of June 2, 2021 is made by the entity listed on the signature pages hereto, an Illinois limited liability company with its chief executive office at 1000 Davey Road, Suite 500, Woodridge, Illinois 60517 (the "Grantor") in favor of the Agent (as defined below) in order to induce the Lenders under the Credit Agreement (as defined below) to make extensions of credit to the Borrower (as defined below), pursuant to (i) the Credit Agreement, dated as of as of May 10, 2021, among Monolith Brands Holdco, LLC, a Delaware limited liability company, Monolith Brands, LLC, a Delaware limited liability company (the "Borrower"), any Co-Borrower or Guarantor (as defined therein), the Lenders (as defined therein) from time to time party thereto, and Coventure – Monolith Credit Opportunities GP, LLC ("Coventure"), as administrative agent and collateral agent ("Agent"), and (ii) the Security Agreement, dated as of May 10, 2021, in connection with the Credit Agreement (as amended, restated supplemented or otherwise modified from time to time, the "Security Agreement"), a joinder to which has been executed and delivered by Grantor in favor of the Agent, and under which the Grantor pledged and granted to Coventure, as Agent, a continuing security interest in all of Grantor's Intellectual Property. Grantor hereby pledges and grants a continuing security interest in, to and under all of Grantor's right, title and interest in each United States Trademark owned by it, including all common law rights therein, and all goodwill appurtenant thereto and symbolized thereby (including, without limitation, those items set forth on Schedule A attached hereto) ("Trademarks") for the benefit of the Credit Parties to secure the payment, performance and observance of the Obligations. Notwithstanding anything to the contrary hereunder, the security interest created by this Grant of Security Interest in United States Trademarks shall not extend to any United States Trademark consisting of intent-to-use trademark applications, for which the creation by a Grantor of a security interest therein is prohibited without the consent of third party or by applicable Law.

Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement (as applicable).

This grant of security interest in United States Trademarks (this "Grant") has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner for Trademarks record this Grant. The security interest granted hereby has been granted to the Agent for the benefit of the Credit Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which

when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Grant by telecopier, facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Grant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 2nd day
of June, 2021.

DOWNTOWN PET SUPPLY, LLC, as a Grantor.

By: 
DocuSigned by:
4A99E0204B17483...
Name: John Heflin
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in U.S. Trademarks]

TRADEMARK
REEL: 007315 FRAME: 0600

**COVENTURE – MONOLITH CREDIT
OPPORTUNITIES GP, LLC, as Agent.**

By: MARC PORZECANSKI

Name: Marc Porzecanski

Title: Authorized Signatory

[Signature Page to Grant of Security Interest in U.S. Trademarks]

**TRADEMARK
REEL: 007315 FRAME: 0601**

SCHEDULE A

United States Trademarks

| Trademark | Country | Status | Application Number | Application Date | Registration Number | Registration Date | Owner of Record |
|------------------------|----------------|---------------|---------------------------|----------------------------|----------------------------|----------------------------|-----------------------------|
| MY DOGGY PLACE | US | Registered | App 88006432 | App 19- JUN-2018 | Reg 5643582 | Reg 01- JAN-2019 | DOWNTOWN PET SUPPLY, LLC |
| DOWNTOWN PET SUPPLY | US | Registered | App 86300345 | App 04- JUN-2014 | Reg 4824897 | Reg 06- OCT-2015 | DOWNTOWN PET SUPPLY, LLC |

Schedule A to Grant of Security Interest in U.S. Trademarks

27817372.2.BUSINESS

RECORDED: 06/03/2021

**TRADEMARK
REEL: 007315 FRAME: 0602**