

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657006

| | | | |
|-----------------------------------|-----------------------------------------------|--------------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pet Valu Canada Inc. | | 06/30/2021 | Corporation: BRITISH COLUMBIA |
| RECEIVING PARTY DATA | | | |
| Name: | Royal Bank of Canada, as Administrative Agent | | |
| Street Address: | 20 King Street West | | |
| Internal Address: | 4th Floor | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5H 1C4 | | |
| Entity Type: | Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 40 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4359356 | BAILEY & BELLA | |
| Registration Number: | 4545072 | BAILEY & BELLA | |
| Registration Number: | 5028682 | BAILEY & BELLA | |
| Registration Number: | 5370431 | BAILEY & BELLA | |
| Registration Number: | 3304289 | | |
| Registration Number: | 2908039 | | |
| Registration Number: | 3320653 | | |
| Registration Number: | 5197055 | ESSENTIALS PET EXPERT APPROVED | |
| Registration Number: | 2091563 | FLUFFY'S FAVORITE RECIPES | |
| Registration Number: | 3481778 | FRESH4LIFE | |
| Registration Number: | 2741666 | GOURMET CUISINE | |
| Registration Number: | 4855767 | GROOMINGTAILS | |
| Registration Number: | 4653734 | HEAD TO TAIL | |
| Registration Number: | 4653735 | HEAD TO TAIL | |
| Registration Number: | 1764759 | HEALTH DIET | |
| Registration Number: | 5915850 | JUMP | |
| Registration Number: | 6019352 | JUMP | |
| Registration Number: | 6234472 | JUMP | |
| TRADEMARK | | | |

CH \$1015.00 4359356

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------------|
| Registration Number: | 6284940 | JUMP |
| Registration Number: | 6246235 | JUMP |
| Registration Number: | 6246236 | JUMP |
| Registration Number: | 2959261 | KITTY'S BEST |
| Registration Number: | 5167788 | LAWN + |
| Registration Number: | 5134063 | LOVE ME SPOIL ME TREAT ME |
| Registration Number: | 5271473 | LOVIBLES |
| Registration Number: | 5822072 | LOVIBLES |
| Registration Number: | 3240646 | MEWSPRINT |
| Registration Number: | 6222222 | NATURALLY CRAFTED |
| Registration Number: | 1572264 | PERFORMATRIN |
| Registration Number: | 3571890 | PERFORMATRIN EXCELLENCE IN NUTRITION A S |
| Registration Number: | 3683056 | PERFORMATRIN· EXCELLENCE IN NUTRITION· A |
| Registration Number: | 6222569 | PERFORMATRIN NATURALS |
| Registration Number: | 2972130 | PERFORMATRIN ULTRA |
| Registration Number: | 5008554 | PERFORMATRIN ULTRA LIMITED |
| Registration Number: | 1980978 | PET VALU |
| Registration Number: | 1563967 | PET VALU |
| Registration Number: | 4955118 | PET VALU YOUR PET YOUR STORE |
| Registration Number: | 4049745 | SOLESCA WOODS |
| Registration Number: | 2204515 | W B F |
| Serial Number: | 88718117 | DISCOVER PET NUTRITION |

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 887704

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 06/30/2021

Total Attachments: 5

source=6-30-2021 Pet Valu-TM#page1.tif

source=6-30-2021 Pet Valu-TM#page2.tif

source=6-30-2021 Pet Valu-TM#page3.tif

source=6-30-2021 Pet Valu-TM#page4.tif

source=6-30-2021 Pet Valu-TM#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Pet Valu Canada Inc., a corporation incorporated under the *Business Corporations Act* (British Columbia) (the “**Debtor**”), in favor of Royal Bank of Canada, as administrative agent (in such capacity, and its successors and permitted assigns in such capacity, the “**Agent**”) for the Secured Parties (as defined in the Security Agreement, defined below).

WHEREAS, the Debtor is a party to a General Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Debtor, the other debtors party thereto and the Agent, pursuant to which the Debtor granted a security interest to the Agent in substantially all of its assets.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. The Debtor hereby pledges, collaterally assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Debtor (including under any trade name or derivations thereof), and regardless of where located (collectively, the “**Trademark Collateral**”): (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Trademarks”; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest created by this Agreement extend to, and the term “Collateral” shall not include (i) any general intangible that is now or hereafter held by the Debtor to the extent that such general intangible (or any agreement evidencing such general intangible) contains a term or is subject to a rule of law, statute or regulation that restricts or prohibits, or requires a consent (that has not been obtained) of a Person (other than a Company or any Subsidiary) to, the creation, attachment or perfection of the lien or security interest granted herein, to the extent any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC); provided that (x) this clause (i) shall not include any proceeds of any general intangible and (y) any general intangible that at any time ceases to satisfy the criteria set forth in this clause (i) (whether as a result of the applicable Person obtaining any necessary consent, any change in any rule of law, statute or regulation or otherwise), shall no longer be subject to the exclusion set forth in this clause (i), and (ii) any “intent to use applications for trademark or service mark registrations filed

pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent on behalf of and for the ratable benefit of the Secured Parties pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Recordation.

The Grantor hereby requests and authorizes the USPTO to record this Trademark Security Agreement against the Trademark Collateral.

SECTION 5. Counterparts.

This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

SECTION 6. Choice of Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 7. Continuing Agreement.

This Trademark Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations. Upon termination of this Agreement, the Agent shall, upon the request and at the expense of the Debtor, forthwith release its Lien hereunder.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PET VALU CANADA INC.

By: CM Bevilacqua
Name: Christine Martin Bevilacqua
Title: Chief Administrative Officer

[Signature page to Trademark Security Agreement]

**TRADEMARK
REEL: 007340 FRAME: 0495**

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

| <u>Trademark</u> | <u>Country</u> | <u>Registration Date</u> | <u>Registration No.</u> | <u>Owner</u> |
|-------------------------------------------------------|----------------|--------------------------|-------------------------|----------------------|
| BAILEY & BELLA | U.S. | June 25, 2013 | 4,359,356 | Pet Valu Canada Inc. |
| BAILEY & BELLA | U.S. | June 3, 2014 | 4,545,072 | Pet Valu Canada Inc. |
| BAILEY & BELLA | U.S. | August 23, 2016 | 5,028,682 | Pet Valu Canada Inc. |
| BAILEY & BELLA | U.S. | January 2, 2018 | 5,370,431 | Pet Valu Canada Inc. |
| CAT MOON & STARS DESIGN II | U.S. | October 2, 2007 | 3,304,289 | Pet Valu Canada Inc. |
| DOG MOON AND STARS DESIGN | U.S. | December 7, 2004 | 2,908,039 | Pet Valu Canada Inc. |
| DOG MOON AND STARS DESIGN II | U.S. | October 23, 2007 | 3,320,653 | Pet Valu Canada Inc. |
| ESSENTIALS PET EXPERT APPROVED & Design (dog and cat) | U.S. | May 2, 2017 | 5,197,055 | Pet Valu Canada Inc. |
| FLUFFY'S FAVORITE RECIPES | U.S. | August 26, 1997 | 2,091,563 | Pet Valu Canada Inc. |
| FRESH 4 LIFE | U.S. | August 5, 2008 | 3,481,778 | Pet Valu Canada Inc. |
| GOURMET CUISINE | U.S. | July 29, 2003 | 2,741,666 | Pet Valu Canada Inc. |
| GROOMINGTAILS | U.S. | November 17, 2015 | 4,855,767 | Pet Valu Canada Inc. |
| HEAD TO TAIL (Stylized) | U.S. | December 9, 2014 | 4,653,734 | Pet Valu Canada Inc. |
| HEAD TO TAIL and DESIGN | U.S. | December 9, 2014 | 4,653,735 | Pet Valu Canada Inc. |
| HEALTH DIET (U.S.) | U.S. | April 13, 1993 | 1,764,759 | Pet Valu Canada Inc. |
| JUMP with DOG DESIGN | U.S. | November 19, 2019 | 5,915,850 | Pet Valu Canada Inc. |
| JUMP with DOG DESIGN | U.S. | March 24, 2020 | 6,019,352 | Pet Valu Canada Inc. |
| JUMP with DOG DESIGN | U.S. | December 29, 2020 | 6,234,472 | Pet Valu Canada Inc. |
| JUMP with CAT DESIGN | U.S. | March 2, 2021 | 6,284,940 | Pet Valu Canada Inc. |
| JUMP with DOG DESIGN | U.S. | January 12, 2021 | 6,246,235 | Pet Valu Canada Inc. |
| JUMP with CAT DESIGN | U.S. | January 12, 2021 | 6,246,236 | Pet Valu Canada Inc. |
| KITTY'S BEST | U.S. | June 7, 2005 | 2,959,261 | Pet Valu Canada Inc. |
| LAWN + | U.S. | March 21, 2017 | 5,167,788 | Pet Valu Canada Inc. |
| LOVE ME SPOIL ME TREAT ME | U.S. | January 31, 2017 | 5,134,063 | Pet Valu Canada Inc. |
| LOVIBLES | U.S. | August 22, 2017 | 5,271,473 | Pet Valu Canada Inc. |
| LOVIBLES | U.S. | July 30, 2019 | 5,822,072 | Pet Valu Canada Inc. |
| MEWSPRINT | U.S. | May 8, 2007 | 3,240,646 | Pet Valu Canada Inc. |

| <u>Trademark</u> | <u>Country</u> | <u>Registration Date</u> | <u>Registration No.</u> | <u>Owner</u> |
|------------------------------------------------------------------------------------------------------------|----------------|--------------------------|-------------------------|----------------------|
| NATURALLY CRAFTED | U.S. | December 15, 2020 | 6,222,222 | Pet Valu Canada Inc. |
| PERFORMATRIN | U.S. | December 19, 1989 | 1,572,264 | Pet Valu Canada Inc. |
| PERFORMATRIN EXCELLENCE IN NUTRITION – A scientifically Balanced Super Premium Diet & Cat in Circle Design | U.S. | February 10, 2009 | 3,571,890 | Pet Valu Canada Inc. |
| PERFORMATRIN EXCELLENCE IN NUTRITION – A scientifically Balanced Super Premium Diet & Dog in Circle Design | U.S. | September 15, 2009 | 3,683,056 | Pet Valu Canada Inc. |
| PERFORMATRIN NATURALS | U.S. | December 15, 2020 | 6,222,569 | Pet Valu Canada Inc. |
| PERFORMATRIN ULTRA | U.S. | July 19, 2005 | 2,972,130 | Pet Valu Canada Inc. |
| PERFORMATRIN ULTRA LIMITED | U.S. | July 26, 2016 | 5,008,554 | Pet Valu Canada Inc. |
| PET VALU | U.S. | June 18, 1996 | 1,980,978 | Pet Valu Canada Inc. |
| PET VALU | U.S. | October 31, 1989 | 1,563,967 | Pet Valu Canada Inc. |
| PET VALU YOUR PET. YOUR STORE (Logo) | U.S. | May 10, 2016 | 4,955,118 | Pet Valu Canada Inc. |
| SOLESCA WOODS | U.S. | November 1, 2011 | 4,049,745 | Pet Valu Canada Inc. |
| WBF (design) | U.S. | November 17, 1998 | 2,204,515 | Pet Valu Canada Inc. |

Trademark Applications

| <u>Trademark</u> | <u>Country</u> | <u>Application Date</u> | <u>Application No.</u> | <u>Owner</u> |
|------------------------|----------------|-------------------------|------------------------|----------------------|
| DISCOVER PET NUTRITION | U.S. | December 6, 2019 | 88/718,117 | Pet Valu Canada Inc. |