

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nulo, Inc.		08/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	900 W Trade Street		
Internal Address:	Gateway Village - 900 Building, NC1-026-06-09 (MacLegal)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4922484	FREESTYLE	
Registration Number:	4608973	HEALTHIER TOGETHER	
Registration Number:	5795597	HEALTHIER TOGETHER	
Registration Number:	6154077	HYDRATE	
Registration Number:	5052563	MEDALSERIES	
Registration Number:	3861742	NULO	
Registration Number:	6227263	NULO CHALLENGER	
Registration Number:	6227262	NULO FRONTRUNNER	
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>			
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		

OP \$215.00 4922484

SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/13/2021
Total Attachments: 6 source=05. Nulo - Trademark Security Agreement#page1.tif source=05. Nulo - Trademark Security Agreement#page2.tif source=05. Nulo - Trademark Security Agreement#page3.tif source=05. Nulo - Trademark Security Agreement#page4.tif source=05. Nulo - Trademark Security Agreement#page5.tif source=05. Nulo - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") dated August 13, 2021, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of America, N.A. ("Bank of America"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, NULO, INC., a Delaware corporation (the "Borrower"), FETCH MIDCO, INC., a Delaware corporation ("Holdings") Bank of America, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and each other party thereto have entered into the Credit Agreement dated as of August 13, 2021 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to extend credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to extend credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral") all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A attached hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

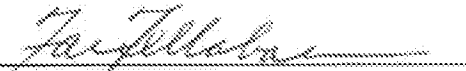
SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

NULO, INC.,
as a Grantor

By: 
Name: Zac Fellbaum
Title: Chief Financial Officer and
Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007391 FRAME: 0571

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Kristen J. Holihan
Name: Kristen J. Holihan
Title: Senior Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Serial No.	Filing Date	Registration No. or Application No.	Registration Date
Nulo, Inc.	freestyle	86717015	08/06/2015	4922484	03/22/2016
Nulo, Inc.	HEALTHIER TOGETHER	86180330	01/30/2014	4608973	09/23/2014
Nulo, Inc.	HEALTHIER TOGETHER	87890594	04/24/2018	5795597	07/02/2019
Nulo, Inc.	HYDRATE	88253771	01/08/2019	6154077	09/15/2020
Nulo, Inc.	medalseries	86717036	08/06/2015	5052563	10/04/2016
Nulo, Inc.	NULO	77758664	06/12/2009	3861742	10/12/2010
Nulo, Inc.	NULO CHALLENGER	88937735	05/28/2020	6227263	12/22/2020
Nulo, Inc.	NULO FRONTRUNNER	88937720	05/28/2020	6227262	12/22/2020