

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smallbatch Pets, LLC		09/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vogel SBP Holdings, Inc.		
Street Address:	610 N Center Street		
City:	Midway		
State/Country:	UTAH		
Postal Code:	84049		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5021161	SMALLBATCH	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attn: TMSU		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	131022.0001		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	09/28/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 17, 2021, is made by SmallBatch Pets, LLC, a Delaware limited liability company (formerly known as SmallBatch Pets, Inc.) (“**Grantor**”), in favor of Vogel SBP Holdings, Inc., a Delaware corporation (the “**Secured Party**”).

Grantor, certain affiliated parties and Secured Party have entered into various loan documents as of even date herewith, including a Security and Pledge Agreement dated as of even date herewith (the “**Security Agreement**”).

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** To secure the Secured Obligations (described in the Security Agreement) Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and trademark applications set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” ’ or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

4. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of California.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY:

VOGEL SBP HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Michael Vogel
Title: Vice President

GRANTOR:

SMALLBATCH PETS, LLC,
a Delaware limited liability company

By: _____
Name: Max Young
Title: Manager

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.


SECURED PARTY:

VOGEL SBP HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Michael Vogel
Title: Vice President

GRANTOR:

SMALLBATCH PETS, LLC,
a Delaware limited liability company

By:  _____
Name: Max Young
Title: Manager

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

GRANTOR	MARK	SERIAL #	REGISTRATION #
Smallbatch Pets, LLC (formerly known as SmallBatch Pets, Inc.)	Smallbatch	86847794	5021161