

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM693234

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900652540

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PAWS & CHERISH - FLORIDA, LLC		10/27/2021	Limited Liability Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	Golub Capital LLC, as Administrative Agent
<b>Street Address:</b>	200 Park Avenue, 25th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10166
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4695074	PAWS & CHERISH

**CORRESPONDENCE DATA****Fax Number:**

*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:** 3127646944  
**Email:** TMaloney@KSLaw.com  
**Correspondent Name:** Timothy Maloney  
**Address Line 1:** 110 North Wacker Drive, Suite 3800  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	C/M#: 24080/515015
<b>NAME OF SUBMITTER:</b>	Timothy Maloney
<b>SIGNATURE:</b>	/Timothy Maloney/
<b>DATE SIGNED:</b>	12/08/2021

**Total Attachments: 5**

source=Regency (Golub) - Trademark Security Agreement (Paws & Cherish - Florida, LLC) (Executed)#page1.tif  
source=Regency (Golub) - Trademark Security Agreement (Paws & Cherish - Florida, LLC) (Executed)#page2.tif  
source=Regency (Golub) - Trademark Security Agreement (Paws & Cherish - Florida, LLC) (Executed)#page3.tif

source=Regency (Golub) - Trademark Security Agreement (Paws & Cherish - Florida, LLC) (Executed)#page4.tif  
source=Regency (Golub) - Trademark Security Agreement (Paws & Cherish - Florida, LLC) (Executed)#page5.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 27, 2021 (this “Agreement”), is made by the undersigned (the “Grantor”) in favor of GOLUB CAPITAL LLC, as collateral Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Administrative Agent”).

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of October 27, 2021, among FFPLS HOLDINGS, LLC, a Delaware limited liability company (the “Borrower”), REGENCY PET, LLC, a Delaware limited liability company (“Holdings”), the other Guarantors party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower;

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantor entered into a Pledge and Security Agreement dated as of even date with the Credit Agreement, (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) between the Grantors (as such term is defined in the Pledge and Security Agreement) and the Administrative Agent for the benefit of the Secured Parties;

**WHEREAS**, pursuant to the Pledge and Security Agreement, the Grantor assigned, transferred and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet

domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank]*

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

**PAWS & CHERISH – FLORIDA, LLC,**  
as Grantor

By:   
Name: Scott Bultz  
Title: Chief Operating Officer

Accepted and Agreed:

**GOLUB CAPITAL LLC,**  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:


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

**PAWS & CHERISH – FLORIDA, LLC,**  
as Grantor

By: \_\_\_\_\_  
Name: Scott Buttz  
Title: Chief Operating Officer


Accepted and Agreed:

**GOLUB CAPITAL LLC,**  
as Administrative Agent

By:   
Name: Marc C. Robinson  
Title: Senior Managing Director

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
<b>PAWS &amp; CHERISH &amp; DESIGN</b>   <u>Paws &amp; Cherish</u>  (Design Mark)	86319733	June 25, 2014	4695074	March 3, 2015