

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693237

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900652543		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REGENCY PET, LLC		10/27/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	200 Park Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6245251	R	
Registration Number:	6245253		
Serial Number:	90039091	REGENCY	
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>		
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		
ATTORNEY DOCKET NUMBER:	C/M#: 24080/515015		
NAME OF SUBMITTER:	Timothy Maloney		
SIGNATURE:	/Timothy Maloney/		
DATE SIGNED:	12/08/2021		
Total Attachments: 5	source=Regency (Golub) - Trademark Security Agreement (Regency Pet, LLC) (Executed)#page1.tif		

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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).

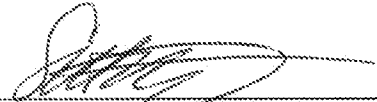
SECTION 5. Counterparts

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.

REGENCY PET, LLC,
as Grantor

By: 
Name: Scott Buttz
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.

REGENCY PET, 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
R & DESIGN  (Design Mark)	90011390	June 19, 2020	6245251	January 12, 2021
 (Design Mark)	90011397	June 19, 2020	6245253	January 12, 2021
REGENCY	90039091	July 7, 2020	N/A	N/A