

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Feeders Supply Holdings, LLC		12/10/2021	Limited Liability Company: DELAWARE
Feeders Supply Company, LLC		12/10/2021	Limited Liability Company: KENTUCKY
Doncaster, LLC		12/10/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4932520	EVERYTHING YOU NEED FOR ALL THE PETS YOU	
Registration Number:	4959286	FEEDERS SUPPLY	
Registration Number:	4932266	FEEDERS SUPPLY	
Registration Number:	4959392	FEEDERS SUPPLY	
Registration Number:	4959846	FEEDERS SUPPLY THE PET LOVERS STORE	
Registration Number:	4959848	FEEDERS SUPPLY THE PET LOVERS STORE	
Registration Number:	2195344	CLUB PAWS	
Registration Number:	2087554	CLUB PAWS	
Registration Number:	2104049	INCREDIPET	
Registration Number:	6365195	INCREDIPET	
Registration Number:	2192148	INCREDIPET	
Registration Number:	2128609	CHOW HOUND	
Registration Number:	4708635	CHOW HOUND	
Serial Number:	90371852	INTUITION	

OP \$365.00 4932520

CORRESPONDENCE DATA**Fax Number:** 7045032622*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:** 7045032600**Email:** msheehan@kslaw.com**Correspondent Name:** King & Spalding LLP**Address Line 1:** 300 S. Tryon St., Ste 1700**Address Line 2:** Attn: Moira Sheehan**Address Line 4:** Charlotte, NORTH CAROLINA 28202**ATTORNEY DOCKET NUMBER:** 58708.515016**NAME OF SUBMITTER:** Moira Sheehan**SIGNATURE:** /Moira Sheehan/**DATE SIGNED:** 12/10/2021**Total Attachments: 7**

source=JPM_Feeders Supply - Trademark Security Agreement [Executed]#page1.tif

source=JPM_Feeders Supply - Trademark Security Agreement [Executed]#page2.tif

source=JPM_Feeders Supply - Trademark Security Agreement [Executed]#page3.tif

source=JPM_Feeders Supply - Trademark Security Agreement [Executed]#page4.tif

source=JPM_Feeders Supply - Trademark Security Agreement [Executed]#page5.tif

source=JPM_Feeders Supply - Trademark Security Agreement [Executed]#page6.tif

source=JPM_Feeders Supply - Trademark Security Agreement [Executed]#page7.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 10, 2021, by Feeders Supply Holdings, LLC, a Delaware limited liability company ("Holdings"), Feeders Supply Company, LLC, a Kentucky limited liability company ("FSC") and Doncaster, LLC, a Michigan limited liability company ("Doncaster" and, together with Holdings and FSC, collectively, the "Pledgors" and each, individually, a "Pledgor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Pledge and Security Agreement, dated December 10, 2021 (the "Security Agreement") in favor of the Administrative Agent to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative 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 in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (other than Excluded Assets) of such Pledgor:

- (a) Trademarks of such Pledgor and IP Licenses of such Pledgor covering Trademarks, in each case, listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the foregoing Pledged Collateral shall not include any 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 the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations have been Paid in Full (as defined in the Credit Agreement), this Trademark Security Agreement shall terminate. To the extent reasonably requested by the Pledgors, upon the termination of the Trademark Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement all at the expense of the Pledgors.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

FEEDERS SUPPLY HOLDINGS, LLC

By: 
Name: Mitchel Glen French
Title: Chief Financial Officer

FEEDERS SUPPLY COMPANY, LLC

By: 
Name: Mitchel Glen French
Title: Chief Financial Officer

DONCASTER, LLC

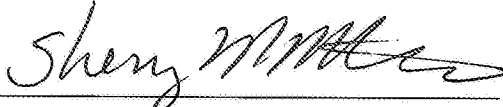
By: 
Name: Mitchel Glen French
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007525 FRAME: 0809

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Sherry Matthews

Title: Vice President

[Signature Page to Trademark Security Agreement]