

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706787

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tailored Pet Nutrition, Inc.		01/21/2022	Corporation: DELAWARE
Tailored Pet Nutrition Holdings, LLC		01/21/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LCAT TPN, LP		
<b>Street Address:</b>	599 West Putnam Avenue		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6092238	TAILORED	
<b>Serial Number:</b>	88879306		
<b>Serial Number:</b>	88878927	TAILORED	
<b>Serial Number:</b>	88680094	TAILORED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033255001		
<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>			
<b>Phone:</b>	2033255049		
<b>Email:</b>	mholmes@fdh.com		
<b>Correspondent Name:</b>	Matthew Holmes		
<b>Address Line 1:</b>	Six Landmark Square		
<b>Address Line 2:</b>	Floor Six		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Matthew Holmes		
<b>SIGNATURE:</b>	/Matthew Holmes/		
<b>DATE SIGNED:</b>	02/07/2022		
<b>Total Attachments: 5</b>			

OP \$115.00 6092238

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of January 21, 2022, is made by Tailored Pet Nutrition, Inc., a Delaware corporation ("TPN"), and Tailored Pet Nutrition Holdings, LLC ("Holdings") (each a "Grantor," and together the "Grantors"), in favor of LCAT TPN, LP, a Delaware limited partnership (together with its successors and/or assigns, "Lender").

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Promissory Note and Guaranty, dated as of January 21, 2022 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Note"), in favor of Lender, issued by TPN and guaranteed by Holdings, the Lender purchased the Note upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantors have agreed, pursuant to the terms of the Note, to secure the obligations of the Grantors under the Note; and

WHEREAS, as part of the security granted pursuant to the Note, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lender to purchase the Note, Grantors hereby agrees with Lender as follows:

**Section 1.** Defined Terms. Capitalized terms used herein without definition are used as defined in the Note.

**Section 2.** Grant of Security Interest in Trademark Collateral. Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations under the Note, hereby grant to Lender a lien on and security interest in all of its right, title and interest in and to the Trademarks (as defined below), including without limitation, the Trademarks set forth on Schedule I attached hereto, and all proceeds and products thereof (the "Trademark Collateral"). As used in this Agreement, "Trademarks" shall mean all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, in each case, owned by either Grantor, and including, without limitation, each registration and application identified on Schedule 1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses (as defined below) entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin. As used herein, "Trademark Licenses" shall mean all license agreements between a Grantor and any other person granting rights in or to any of the Trademarks or such other

person's names or trademarks, whether a Grantor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses.

**Section 3.** Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Note and Grantors hereby acknowledge and agree that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Note and any provision of this Agreement, the provisions of the Note shall control.

**Section 4.** Grantors Remain Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or reasonably desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder, in accordance with the terms of the Note.

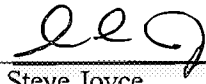
**Section 5.** Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by electronic transmission (including .pdf) shall be as effective as delivery of a manually executed counterpart hereof.

**Section 6.** Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without regard to conflict of law principles thereof (other than Section 5-1401 of the New York General Obligations Law)).

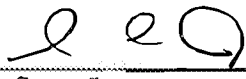
[SIGNATURE PAGES FOLLOW]

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

Tailored Pet Nutrition, Inc., as a Grantor

By:   
Name: Steve Joyce  
Title: Chief Executive Officer

Tailored Pet Nutrition Holdings, LLC, as  
a Grantor


By:   
Name: Steve Joyce  
Title: Chief Executive Officer

[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT - TPN]

**TRADEMARK**  
**REEL: 007627 FRAME: 0080**

ACCEPTED AND AGREED  
as of the date first above written:

LCAT TPN LP, as Lender  
BY: C8 Management, L.L.C.

By:   
Name: Andrew Taub  
Title: Authorized Person

[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT - TPN]

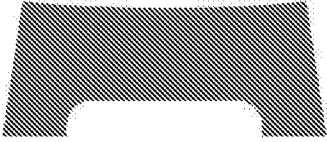

**TRADEMARK**  
**REEL: 007627 FRAME: 0081**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Serial No.</u>	<u>Owned or Licensed?</u>
<b>TAILORED</b>	Tailored Pet Nutrition, Inc.	May 22, 2019	6092238	88441621	Owned

Trademark Applications

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Owned or Licensed?</u>
	Tailored Pet Nutrition, Inc.	April 20, 2020	88879306	Owned
	Tailored Pet Nutrition, Inc.	April 20, 2020	88878927	Owned
<b>TAILORED</b>	Tailored Pet Nutrition, Inc.	November 5, 2019	88680094	Owned

Trademark Licenses

None.