

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM708949

<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>
NATPETS, LLC		02/17/2022	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FGI WORLDWIDE LLC		
<b>Street Address:</b>	410 Park Ave		
<b>Internal Address:</b>	Suite 920		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6065192	HAIR MEOW'T HEARTIES	
<b>Registration Number:</b>	6065191	MEOW & ZEN HEARTIES	
<b>Registration Number:</b>	6030943	STIR MIX-A-LITTLE	
<b>Registration Number:</b>	5820186	"I AND LOVE AND YOU."	
<b>Registration Number:</b>	5820185	I AND LOVE AND YOU	
<b>Registration Number:</b>	5741821	NINJA CAT JIU JIT STEW	
<b>Registration Number:</b>	5741820	DOUBLE DOG DEER MOO	
<b>Registration Number:</b>	5741818	FARM TO SEA FEAST	
<b>Registration Number:</b>	5741817	BAAAD MOOOON ON THE RISE	
<b>Registration Number:</b>	5741816	FLEW THE COOP	
<b>Registration Number:</b>	5741809	PÂTÉ ALL DAY	
<b>Registration Number:</b>	5741808	FEED MEOW	
<b>Registration Number:</b>	5741649	TOP THAT	
<b>Registration Number:</b>	5675324	COW BOOM!	
<b>Registration Number:</b>	5675046	SALMON CHANTED EVENING	
<b>Registration Number:</b>	5835789	BAKED & SAUCY	
<b>Registration Number:</b>	5687479	STIR AND BOOM	
<b>Registration Number:</b>	5687478	NUDE SUPER FOOD	
		<b>TRADEMARK</b>	

OP \$1165.00 6065192

Property Type	Number	Word Mark
Registration Number:	5579530	EAR CANDY
Registration Number:	5570560	FRESH ALL ROVER
Registration Number:	5493650	BEEF, RIGHT MEOW!
Registration Number:	5476542	LOVE ME FOR LIFE
Registration Number:	5466158	LOVINGLY SIMPLE
Registration Number:	5446833	NO STINK! FREE RANGER
Registration Number:	5428495	BEEF BOOYAH
Registration Number:	5418337	OH MY COD!
Registration Number:	5417502	FREE RANGER
Registration Number:	5409005	HIP HOPPIN' HEARTIES
Registration Number:	5409004	SUPER SMARTY HEARTIES
Registration Number:	5033508	SAVORY SALMON
Registration Number:	5088188	LAMBARAMA
Registration Number:	5060956	TUNA FINTASTIC
Registration Number:	5088183	CHICKY-DA-LISH
Registration Number:	5052988	POULTRY PALOOZA
Registration Number:	5060888	CHICKEN ME OUT
Registration Number:	4964582	POULTRY A PLENTY
Registration Number:	4941485	SIMPLY SEA
Registration Number:	4929106	NAKED ESSENTIALS
Registration Number:	4889622	NICE JERKY
Registration Number:	4742218	"I AND LOVE AND YOU"
Registration Number:	5039753	NUDE FOOD
Registration Number:	4941468	WE BE SALMON
Registration Number:	4977827	HOT LICKETY LAMB
Registration Number:	4940984	GRATER TATERS
Registration Number:	4974732	HAPPY TUMMEEZ
Registration Number:	4299085	I AND LOVE AND YOU

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619

*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:** 2155695619

**Email:** timothy.pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsénye (150776-01023)

**Address Line 1:** One Logan Square

**Address Line 2:** 8th Floor

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	150776-01023
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	02/17/2022

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 17<sup>th</sup> day of February, 2022 by NATPETS, LLC (the "Grantor"), in favor of FGI WORLDWIDE LLC ("FGI").

**WITNESSETH**

WHEREAS, Grantor and certain of its affiliates (together with Grantor, the "Companies") and FGI are parties to a certain Sale of Accounts and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Transaction Agreement") providing for the extensions of credit to be made to Companies by FGI;

WHEREAS, Grantor has granted to FGI a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Companies (including Grantor) under the Transaction Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Transaction Agreement. The Transaction Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Transaction Agreement.

2. Grant of Security Interests. To secure the payment and performance of all indebtedness and obligations of the Companies to FGI (including the Obligations), Grantor hereby grants to FGI a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.


3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.

4. Applicable Law. THIS AGREEMENT, AND ALL MATERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NATPETS, LLC

By:   
Name: Michael Meyer  
Title: Chief Executive Officer

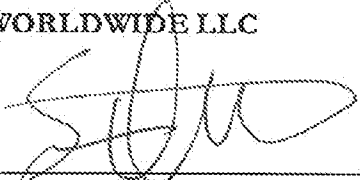
[SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY TRANSACTION AGREEMENT]

TRADEMARK  
REEL: 007636 FRAME: 0879

Agreed and accepted as of the  
date first written above.

**FGI WORLDWIDE LLC**

By:



\_\_\_\_\_  
Name: Sami Altaher

Title: President

[SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY TRANSACTION AGREEMENT]

**TRADEMARK**  
**REEL: 007636 FRAME: 0880**

**SCHEDULE 1**

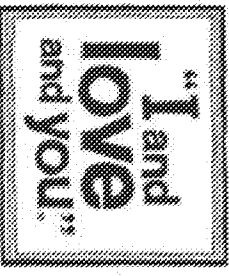
**COPYRIGHTS**

None.

**PATENTS**

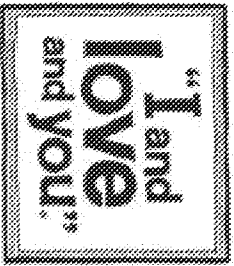
None.

**TRADEMARKS**

<b>Mark Name</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Reg. Date (App. Date)</b>	<b>Reg. No. (App. No.)</b>	<b>Status</b>
HAIR MEOW™ THEARTIES	USA	Naipets, LLC	May 26, 2020	6065192	Live
MEOW & ZEN HEARTIES	USA	Naipets, LLC	May 26, 2020	6065191	Live
STR MIX-A-LITTLE	USA	Naipets, LLC	April 7, 2020	6030943	Live
	USA	Naipets, LLC	July 30, 2019	5820186	Live
					
LAND LOVE AND YOU	USA	Naipets, LLC	July 30, 2019	5820185	Live
NINJA CAT JIU JIT STEW	USA	Naipets, LLC	April 30, 2019	5741821	Live
DOUBLE DOG DEER MOO	USA	Naipets, LLC	April 30, 2019	5741820	Live
FARM TO SEA FEAST	USA	Naipets, LLC	April 30, 2019	5741818	Live
BAAAD MOOOON ON THE RISE	USA	Naipets, LLC	April 30, 2019	5741817	Live
FLEW THE COOP	USA	Naipets, LLC	April 30, 2019	5741816	Live
PÂTE ALL DAY	USA	Naipets, LLC	April 30, 2019	5741809	Live



Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status
FEED MEOW	USA	Naipets, LLC	April 30, 2019	5741808	Live
TOP THAT	USA	Naipets, LLC	April 30, 2019	5741649	Live
COW BOOM!	USA	Naipets, LLC	February 12, 2019	5675324	Live
SALMON CHANTED EVENING	USA	Naipets, LLC	February 12, 2019	5675046	Live
BAKED & SAUCY	USA	Naipets, LLC	August 13, 2019	5835789	Live
STIR AND BOOM	USA	Naipets, LLC	February 26, 2019	5687479	Live
NUDE SUPER FOOD	USA	Naipets, LLC	February 26, 2019	5687478	Live
EAR CANDY	USA	Naipets, LLC	October 9, 2018	5579530	Live
FRESH ALL ROVER	USA	Naipets, LLC	September 25, 2018	5570560	Live
BEEF, RIGHT MEOW!	USA	Naipets, LLC	June 12, 2018	5493650	Live
LOVE ME FOR LIFE	USA	Naipets, LLC	May 22, 2018	5476542	Live
LOVINGLY SIMPLE	USA	Naipets, LLC	May 8, 2018	5466158	Live
NO STINK! FREE RANGER	USA	Naipets, LLC	August 17, 2018	5446833	Live
BEEF BOOYAH	USA	Naipets, LLC	March 20, 2018	5428495	Live
OH MY COD!	USA	Naipets, LLC	March 6, 2018	5418337	Live
FREE RANGER	USA	Naipets, LLC	March 6, 2018	5417502	Live
HIP HOPPIN' HEARTIES	USA	Naipets, LLC	February 20, 2018	5409005	Live
SUPER SMARTY HEARTIES	USA	Naipets, LLC	February 20, 2018	5409004	Live
SAVORY SALMON	USA	Naipets, LLC	August 30, 2016	5033508	Live
LAMBARAMA	USA	Naipets, LLC	November 22, 2016	5088188	Live
TUNA FINTASTIC	USA	Naipets, LLC	October 11, 2016	5060956	Live
CHICKY-DA-LISH	USA	Naipets, LLC	November 22, 2016	5088183	Live
POULTRY PALOOZA	USA	Naipets, LLC	October 4, 2016	5052988	Live
CHICKEN ME OUT	USA	Naipets, LLC	October 11, 2016	5060888	Live
POULTRY A PLENTY	USA	Naipets, LLC	May 24, 2016	4964582	Live
SIMPLY SEA	USA	Naipets, LLC	April 19, 2016	4941485	Live
NAKED ESSENTIALS	USA	Naipets, LLC	March 29, 2016	4929106	Live

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status
NICE JERKY	USA	Natpets, LLC	January 19, 2016	4889622	Live
	USA	Natpets, LLC	May 26, 2015	4742218	Live
					
NUDE FOOD	USA	Natpets, LLC	September 13, 2016	5039753	Live
WE BE SALMON	USA	Natpets, LLC	April 19, 2016	4941468	Live
HOT LICKETY LAMB	USA	Natpets, LLC	June 14, 2016	4977827	Live
GRATER TATERS	USA	Natpets, LLC	April 19, 2016	4940984	Live
HAPPY TUMMEEZ	USA	Natpets, LLC	June 7, 2016	4974732	Live
I AND LOVE AND YOU	USA	Natpets, LLC	March 5, 2013	4299085	Live