

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PFS Holding Corporation		03/04/2022	Corporation: DELAWARE
Phillips Feed Service, Inc.		03/04/2022	Corporation: PENNSYLVANIA
OmniPet, Inc.		03/04/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Callodine Commercial Finance, LLC		
Street Address:	545 Boylston Street		
Internal Address:	Floor 10		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5741835	ENDLESS MARKETING	
Registration Number:	5388520	ENDLESS AISLES	
Registration Number:	4815752	THEITKIT	
Registration Number:	4096246	PETFLOW	
Registration Number:	3914345	PETFLOW.COM	
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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2011766-0030		
NAME OF SUBMITTER:	Sara M. Bauer		

OP \$140.00 5741835

SIGNATURE:	/sara bauer/
DATE SIGNED:	03/10/2022
Total Attachments: 6 source=Trademark Security Agreement Executed-Callodine#page1.tif source=Trademark Security Agreement Executed-Callodine#page2.tif source=Trademark Security Agreement Executed-Callodine#page3.tif source=Trademark Security Agreement Executed-Callodine#page4.tif source=Trademark Security Agreement Executed-Callodine#page5.tif source=Trademark Security Agreement Executed-Callodine#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 4th day of March, 2022, by and among **PFS HOLDING CORPORATION**, a Delaware corporation ("Parent"), **PHILLIPS FEED SERVICE, INC.**, a Pennsylvania corporation ("Phillips"), **OMNIPET, INC.**, a Delaware corporation ("OmniPet"), and together with Parent and Phillips collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **CALLODINE COMMERCIAL FINANCE, LLC**, in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 4, 2022 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among the lenders party thereto from time to time (each of such lenders, together with its successors and permitted assigns, a "Lender"), Agent, the Grantors, **PFS SERVICES LLC**, a Delaware limited liability company ("PFS"), **A & K LOGISTICS, INC.**, a Pennsylvania corporation ("A&K"), and those additional entities that have become or hereafter become parties thereto as Borrowers in accordance with the terms thereof by executing the form of Joinder attached thereto as Exhibit J-1 (together with Phillips, OmniPet, PFS and A&K, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Lenders have agreed to make Loans to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make Loans to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and the other Loan Parties shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of March 4, 2022 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, in each case, to the extent included in the Collateral (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks that are Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS**. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER**. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PFS HOLDING CORPORATION

By: 
Name: David Landis
Title: Chief Financial Officer

PHILLIPS FEED SERVICE, INC.

By: 
Name: David Landis
Title: Chief Financial Officer


OMNIPET, INC.

By: 
Name: David Landis
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CALLODINE COMMERCIAL FINANCE, LLC

By: 
Name: Jeff Ryan
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007656 FRAME: 0041

SCHEDULE I

TRADEMARK COLLATERAL

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No. / Application No.	Registration Date / Application Date
PFS Holding Corporation	U.S.	ENDLESS MARKETING	5,741,835 88/140,347	April 30, 2019 October 2, 2018
PFS Holding Corporation	U.S.	ENDLESS AISLES	5,388,520 87/453,134	January 23, 2018 May 17, 2017
Phillips Feed Service, Inc.	U.S.	THE IT KIT (Stylized)	4,815,752 86/231,168	September 22, 2015 March 25, 2014
OmniPet, Inc.	U.S.	PETFLOW	4,096,246 85/358,617	February 7, 2012 June 28, 2011
OmniPet, Inc.	U.S.	PETFLOW.COM	3,914,345 85/070,069	February 1, 2011 June 23, 2010

Trademark Licenses

None.