## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM714584

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
GOLUB CAPITAL LLC, as Collateral Agent		03/15/2022	Limited Liability Company:	

#### **RECEIVING PARTY DATA**

Name:	PetPeople Enterprises, LLC		
Street Address:	6950 Worthington-Galena Road, Suite 100		
City:	Worthington		
State/Country:	OHIO		
Postal Code:	43085		
Entity Type:	Limited Liability Company: OHIO		

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3812819	SWEETGRASS RANCH NATURALS
Registration Number:	3737862	BARK 'N BAKERY
Registration Number:	5266883	SOLO & LILLY K9WEAR

#### **CORRESPONDENCE DATA**

Fax Number: 6507393900

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: 6507393939

Email: DebbieWu@JonesDay.com

**JONES DAY Correspondent Name:** Address Line 1: 250 Vesey Street

Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	677655-000032
NAME OF SUBMITTER:	Debbie Wu
SIGNATURE:	/Debbie Wu/
DATE SIGNED:	03/15/2022

**Total Attachments: 3** 

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "<u>Trademark Release and Reassignment</u>") is made as of March 15, 2022, by Golub Capital LLC, in its capacity as collateral agent ("<u>Collateral Agent</u>") in favor of PetPeople Enterprises, LLC, an Ohio limited liability company ("<u>Pledgor</u>"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or if not defined therein, the Credit Agreement.

#### WITNESSETH:

WHEREAS, Pledgor and Collateral Agent are parties to that certain Credit Agreement, dated as of September 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, (the "<u>Credit Agreement</u>"), and that certain Security Agreement, dated as of September 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>");

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, Pledgor and Collateral Agent executed that certain Trademark Security Agreement, dated as of September 1, 2017 (the "<u>Trademark Security Agreement</u>"), pursuant to which Pledgor pledged and granted a security interest to Collateral Agent in all of its right, title and interest in, to and under all of the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on September 1, 2017 at Reel 6146, Frame 0433; and

WHEREAS, Collateral Agent wishes to terminate and cancel the Trademark Security Agreement and release and reassign its security interest in the Trademark Collateral to Pledgor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Trademark Security Agreement:

- 1. Collateral Agent hereby, on behalf of itself and the Secured Parties, irrevocably terminates and cancels the Trademark Security Agreement and releases its security interest in and to all of Pledgor's right, title and interest in, to and under all the following, in each case excluding Excluded Property (collectively the "Trademark Collateral"):
- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for United States Trademark registration in each case registered with USPTO, listed on Schedule 1 attached hereto;
  - (b) all Goodwill associated with such Trademarks; and
  - (c) all Proceeds of any and all of the foregoing.
- 2. Collateral Agent hereby reassigns, grants and conveys to Pledgor, without any representation, recourse or undertaking by Collateral Agent, any and all right, title and interest that Collateral Agent or any Secured Party may have in, to and under the Trademark Collateral.
- 3. Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Release and Reassignment and hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

TRADEMARK REEL: 007660 FRAME: 0749 IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GOLUB CAPITAL LLC, as Collateral Agent

By:

Name: Marc C. Robinson Title: Senior Managing Director

**REEL: 007660 FRAME: 0750** 

## SCHEDULE 1 to TRADEMARK SECURITY AGREEMENT

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Pledgor	Trademarks	Registration Number	Registration Date
PetPeople Enterprises, LLC	SWEETGRASS RANCH NATURALS	3812819	7/6/10
PetPeople Enterprises, LLC	BARK 'N BAKERY	3737862	1/12/10
PetPeople Enterprises, LLC	SOLO & LILLY K9WEAR	5266883	8/15/17

United States Trademark Applications:

None.

**RECORDED: 03/15/2022** 

TRADEMARK
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