

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM723050

<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>
HEALTHY SPOT LLC		04/21/2022	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oaktree Fund Administration, LLC		
<b>Street Address:</b>	333 S. Grand Avenue, 28th Floor		
<b>Internal Address:</b>	c/o Oaktree Capital Management		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4562358	FOR YOUR DOG'S MIND, BODY AND BOWL	
<b>Registration Number:</b>	4436470		
<b>Registration Number:</b>	4436468		
<b>Registration Number:</b>	4148953	HEALTHY SPOT	
<b>Registration Number:</b>	5851967	MIND, BODY & BOWL	
<b>Registration Number:</b>	5686767	HEALTHY SPOT	
<b>Registration Number:</b>	5514929	RAWNIVORE	
<b>Registration Number:</b>	5862467	MIND BODY BOWL	
<b>Registration Number:</b>	6234441	MIND BODY BOWL	
<b>Registration Number:</b>	6464837	MIND BODY BOWL	
<b>Serial Number:</b>	88338461	MIND BODY BOWL	
<b>Serial Number:</b>	97020067	CHOMPIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029567069		
<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>	2029567685		
<b>Email:</b>	carrierr@sullcrom.com, nguyenb@sullcrom.com		

OP \$315.00 4562358

**Correspondent Name:** Rita M. Carrier  
**Address Line 1:** 1700 New York Avenue, N.W., Suite 700  
**Address Line 2:** Sullivan & Cromwell LLP  
**Address Line 4:** Washington, D.C. 20006-5215

**ATTORNEY DOCKET NUMBER:** 18392 / 67 (RMC)

**NAME OF SUBMITTER:** RITA M. CARRIER

**SIGNATURE:** /RITA M. CARRIER/

**DATE SIGNED:** 04/21/2022

**Total Attachments: 7**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**April 21, 2022**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of April 21, 2022, by and between the Secured Parties (as defined in the Loan Agreement (as defined below)), HEALTHY SPOT LLC, a California limited liability company (“Borrower”), and the other Guarantors (as defined in the Loan Agreement) from time to time party hereto (collectively with Borrower, the “Grantors”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Loan Agreement, dated as of April 21, 2022 (the “Loan Agreement”), by and between Borrower, the lenders party hereto from time to time (each, a “Lender” and collectively, the “Lenders”), Oaktree Fund Administration, LLC, as administrative agent for the Lenders and collateral agent for the Secured Parties (the “Agent”), and the other Grantors.

### **RECITALS**

WHEREAS, in connection with the transactions contemplated by that certain Class F Unit Purchase Agreement, dated as of June 4, 2018, by and between Borrower and the Lenders, the Lenders purchased 17,500,000 Class F Units of Borrower, and became a party to Borrower’s Fifth Amended and Restated Operating Agreement, dated as of June 4, 2018 (such agreement, as it may have been later amended, restated, modified and/or supplemented, the “Operating Agreement”) and was admitted as a Member of Borrower;

WHEREAS, in connection with the transactions contemplated by that certain Class F Unit Purchase Agreement, dated as of June 14, 2019, by and between Borrower and the Lenders, the Lenders purchased an aggregate of 8,000,000 additional Class F Units of Borrower and the Operating Agreement was amended and restated;

WHEREAS, in connection with that certain Settlement Agreement and Release, dated as of April 21, 2022, by and among the parties thereto (the “Settlement Agreement”), (i) Lenders and Borrower have agreed to convert a portion of the Lenders’ Class F Units (the “Converting Class F Units”) into a \$26,897,488.06 senior secured first-lien term loan credit facility (the “Term Loan”) and (ii) Lenders have agreed to provide a \$6,000,000 senior secured first-lien revolving loan credit facility (the “Revolving Loan”), on the terms and subject to the conditions set forth herein (the “Conversion”); and

WHEREAS, the Conversion is conditioned upon, among other things, the execution and delivery of this Agreement by Borrower and each Guarantor (each of which is an Affiliate of Borrower) has derived substantial benefit from the issuance of Class F Units of Borrower, which was required as a condition to the ability of Borrower to effect the Conversion, and is willing to execute and deliver this Agreement.

NOW, THEREFORE, Borrower and the Grantors agree as follows:

## AGREEMENT

To secure payment and performance of the Grantors' obligations under the Loan Agreement, each Grantor grants to the Secured Parties a security interest in all of the Grantors' right, title and interest in all of Grantors' rights in Intellectual Property Rights (including without limitation those patents, trademarks and service marks (including without limitation all goodwill symbolized thereby), copyrights, applications, and exclusive copyright licenses listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof, all rights to sue for any past, present or future infringement thereof, and all right to recover and retain any past, present or future damages and other proceeds in connection therewith.

Each Grantor hereby authorizes and requests that the relevant commissioners and registers of the United States Patent & Trademark Office and United States Copyright Office record this Intellectual Property Security Agreement.

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Loan Agreement and the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Parties of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to the conflict of law rules or principles that would result in the application of the law of any other state.

This Intellectual Property Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

**HEALTHY SPOT LLC,**  
a California limited liability company

6089 Bristol Parkway Suite 200  
Culver City, CA 90230

By:   
Name: Andrew Kim  
Title: CEO

Address of Secured Parties:

**Oaktree Fund Administration, LLC**  
a Delaware limited liability company

c/o Oaktree Capital Management  
333 S. Grand Avenue, 28th Floor  
Los Angeles, CA 90071

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Intellectual Property Security Agreement]

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

**HEALTHY SPOT LLC,**  
a California limited liability company

6089 Bristol Parkway Suite 200  
Culver City, CA 90230

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Secured Parties:

**Oaktree Fund Administration, LLC**  
a Delaware limited liability company

By: Oaktree Capital Management, L.P.  
Its: Managing Member

c/o Oaktree Capital Management  
333 S. Grand Avenue, 28th Floor  
Los Angeles, CA 90071

By:  \_\_\_\_\_  
Name: Michael Shannon  
Title: Managing Director

By:  \_\_\_\_\_  
Name: Mary Gallegly  
Title: Managing Director

**EXHIBIT A**

**Copyrights, Applications and Exclusive Copyright Licenses**

**EXHIBIT B**

**Patent Rights and Applications**

B-1



**EXHIBIT C**

**Trademarks and Applications**

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>APPLICATION SERIAL NO.</b>	<b>CLASSIFICATIONS</b>
FOR YOUR DOG'S MIND, BODY AND BOWL	U.S. Registration No. 4,562,358		IC 035, 041, 043, and 044
DOG LOGO	U.S. Registration No. 4,436,470		IC 035
DOG LOGO	U.S. Registration 4,436,468		IC 035
HEALTHY SPOT	U.S. Registration No. 4,148,953		IC 035, 041, 043, and 044
MIND, BODY & BOWL	U.S. Registration No. 5,851,967		IC 041 and 044
HEALTHY SPOT	U.S. Registration No. 5,686,767		IC 003, 016, and 031
RAWNIVORE	U.S. Registration No. 5,514,929		IC 031
MIND BODY BOWL	U.S. Registration No. 5,862,467		IC 031
MIND BODY BOWL	U.S. Registration No. 6,234,441		IC 003, 016, 020, 021, and 028
MIND BODY BOWL	U.S. Registration No. 6,464,837		IC 005
MIND BODY BOWL		U.S. Application Serial No. 88338461	IC 018, 019, 022, and 031
CHOMPIES		U.S. Application Serial No. 97020067	IC 031