

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Terrybear, LLC	FORMERLY Terrybear, Inc.	04/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Choice Financial Group		
Street Address:	4501 23rd Avenue S.		
City:	Fargo		
State/Country:	NORTH DAKOTA		
Postal Code:	58104		
Entity Type:	banking association: NORTH DAKOTA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4523333	A PET'S LIFE	
Registration Number:	4523332	A PET'S LIFE	
Registration Number:	4523331	A PET'S LIFE	
Registration Number:	4544972	A PET'S LIFE	
Registration Number:	3781613	A PET'S LIFE	
Registration Number:	4593940	A PET'S LIFE PERSONALIZED MEMORIES	
Registration Number:	5653148	ARIA	
Registration Number:	5569822	ATHENA	
Registration Number:	5569820	GOING HOME	
Registration Number:	4183940	LIGHT OF REMEMBRANCE	
Registration Number:	3781612	MEMORY OF A LIFETIME	
Registration Number:	4611443	NEAR & DEAR	
Registration Number:	4611442	NEAR & DEAR PET MEMORIALS	
Registration Number:	5569823	ODYSSEY	
Registration Number:	5569821	RADIANCE	
Registration Number:	3010760	TERRYBEAR	
CORRESPONDENCE DATA			
Fax Number:	6126046800		

OP \$415.00 4523333

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: 6126046689
Email: tsitzmann@winthrop.com
Correspondent Name: Timothy Sitzmann
Address Line 1: 225 South Sixth Street
Address Line 2: Capella Tower Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	10504.75
NAME OF SUBMITTER:	Timothy D. Sitzmann
SIGNATURE:	/TDS/
DATE SIGNED:	05/03/2022

Total Attachments: 14

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is entered into as of this 29th day of April, 2022, by and between TERRYBEAR, LLC, a Delaware limited liability company (the “Debtor”), and CHOICE FINANCIAL GROUP, a North Dakota banking association (“Secured Party”) pursuant to that certain Revolving Credit and Term Loan Agreement dated as of even date herewith among the Debtor, Secured Party and certain other parties (the “Credit Agreement”). Capitalized terms used herein without definition have the meanings provided in the Credit Agreement.

Whereas, the execution and delivery of this Agreement is a condition to the Secured Party entering into the Credit Agreement with Debtor;

Now, therefore, Debtor agrees with Secured Party as follows:

1. Definitions. All terms defined in the Credit Agreement that are not otherwise defined herein shall have the meanings stated in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Excluded Collateral” means: (a) any application to register any trademark or service mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark or service mark; (b) any healthcare insurance receivable; and (c) Debtor’s right, title and interest in any lease, license, general intangible, instrument, chattel paper or any other contractual obligation to which Debtor is a party or any of the Debtor’s rights or interests thereunder, if, and for so long as and to the extent that, without the consent of a Person (other than Debtor or an Affiliate of Debtor) the grant of the security interest hereunder would constitute or result in (i) the abandonment, invalidation or unenforceability of any material right, title, or interest of the Debtor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, general intangible or other contractual obligation other than, in each case, to the extent that any such prohibition or limitation of the granting of a security interest would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction, any other applicable law or principles of equity, provided, however, that the security interest granted hereby (x) shall attach immediately when the condition causing such breach, termination, abandonment, invalidation or unenforceability is remedied, (y) shall attach immediately to any severable term of such lease, license, contract, property rights or agreement to the extent that such attachment does not result in any of the consequences specified in (c) above and (z) shall attach immediately to any such lease, license, general intangible or other contractual obligation to which Debtor’s counterparty has consented to such attachment.

“Obligations” means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several.

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications.

“Trademarks” means all of the Debtor’s right, title and interest in and to trademarks, service marks, collective membership marks, any registrations or applications for registration therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B and any divisions or renewals thereof or corresponding foreign trademark registrations and applications.

2. Security Interest. The Debtor hereby irrevocably grants to the Secured Party a security interest, with power of sale to the extent permitted by law, (the “Security Interest”) in the Patents and in the Trademarks (collectively, the “Collateral”) to secure payment and performance of the Obligations; provided, that the definition of “Collateral” and the security interest in the Patents and Trademarks shall not include, nor any security interest granted hereunder extend to, any Excluded Collateral. The Security Interest is coupled with a security interest in substantially all of the assets (without regard to real property) of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Debtor hereby represents, warrants and agrees as follows:

(a) The Debtor has full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor’s equity holders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its organizational documents or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor’s lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is as set forth at the beginning of this Agreement. Except for any financing statement required to be filed under the applicable Uniform Commercial Code (the “UCC”) and any filing or recording of this Agreement in the U.S. Patent and Trademark Office, the authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) All of the Patents identified in Exhibit A are owned or controlled by the Debtor as of the date hereof and the information in Exhibit A accurately reflects the existence and status of the Patents listed therein as of the date hereof.

(c) All of the Trademarks identified in Exhibit B are owned or controlled by the Debtor as of the date hereof and the information in Exhibit B accurately reflects the existence and status of Trademarks listed therein as of the date hereof.

(d) Except as set forth in Exhibit C, the Debtor has absolute title to each Patent and each Trademark constituting Collateral listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest and licenses granted in the ordinary course of business. Except as set forth in Exhibit C, the Debtor (i) will have, at the time the Debtor acquires ownership in Patents or Trademarks constituting Collateral hereafter arising, absolute title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Security Interest and licenses granted in the ordinary course of business, and (ii) except for licenses entered into hereafter in the ordinary course of business for fair consideration and which do not cause material harm to the Secured Party as holder of the Notes, will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest and Liens permitted under the Credit Agreement.

(e) The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent, except (i) as permitted in Section 3(d)(ii) above, (ii) sale or disposition of Patents or Trademarks that provide no material continuing benefit to Debtor, and (iii) any sale or disposition otherwise permitted by the Credit Agreement.

(f) The Debtor will at its own expense use commercially reasonable efforts to protect the Patents and Trademarks constituting Collateral against all claims or demands of all persons other than the Secured Party, which would cause material harm to the Secured Party.

(g) The Debtor will at its own expense use commercially reasonable efforts to maintain the Patents and the Trademarks constituting Collateral to the extent reasonably advisable in its business including, but not limited to, filing all applications to register or obtain letters patent, file all affidavits and renewals, and pay all annuities and maintenance fees possible with respect to issued registrations and letters patent. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (except for those that provide no material continuing benefit to Debtor), nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity or take such other action which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, or take such other action, should such be necessary or desirable.

(h) If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark constituting Collateral, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need

not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party promptly upon demand the amount of all moneys expended and all reasonable, out-of-pocket costs and expenses (including reasonable and documented attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after the occurrence and during the continuation an Event of Default, to enforce or use the Patents or Trademarks constituting Collateral or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks constituting Collateral to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks constituting Collateral to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment in full in cash of all Obligations (other than contingent indemnification obligations for which no claim has been made).

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains unwaived or uncured.

5. Reserved.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter during its continuance, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks constituting Collateral.

(c) The Secured Party may enforce the Patents and Trademarks constituting Collateral and any licenses thereunder, and if the Secured Party shall commence any suit for such

enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement and Secured Party's rights under this Agreement or under applicable law may be enforced by Secured Party, at its discretion, against any one or more of the parties referred to above which are encompassed within the term Debtor, without any need to bring any enforcement action against the other parties who are encompassed within the term Debtor. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party and Debtor. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and permitted assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Consent to Jurisdiction. THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN MINNEAPOLIS, MINNESOTA; AND EACH PARTY HERETO CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT ANY PARTY COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

9. Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

10. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

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[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

TERRYBEAR, LLC, a Delaware limited
liability company

By: Susan Gohman
Susan Gohman
Its: President

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

CHOICE FINANCIAL GROUP, a North
Dakota banking association

By: Duane Sather

Duane Sather

Its: Senior Vice President