

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAWSTRUCK LLC		05/04/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88288291	THE DASHING DOG BOX	
Serial Number:	88550298	PAWSTRUCK.COM	
Serial Number:	87809281	PAWSTRUCK	
Serial Number:	87159588	RUFF RELIEF	
Serial Number:	86136919	PAWSTRUCK	
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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	c/o Latham & Watkins 330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0662 HP		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	05/04/2022		

CH \$140.00 88288291

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 4, 2022 is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 4, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among RB Holdings Topco, LLC, a Delaware limited liability company (“Holdings”), RB Holdings Interco, LLC, a Delaware limited liability company (the “Borrower”), the other Persons party thereto that are designated as Credit Parties, Agent, Antares Holdings LP, as a Lender (including as Swing Lender), and the other Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however, that no Lien on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided further that, upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York .

Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


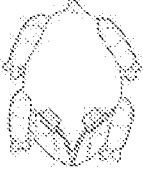

REDBARN PET PRODUCTS, LLC,
PAWSTRUCK LLC,
PURE TECHNOLOGY LLC,
POLYSHOT LLC,
as Grantor

By: 
Name: Eric O'Brien
Title: President


[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Serial Number Filing Date	Reg. No. Reg. Date	Owner
Design only 	97004559 8/31/2021	6661700 3/1/2022	Redbarn Pet Products, LLC
BULLY SKIN	97271817 2/17/2022	n/a	Redbarn Pet Products, LLC
Design only 	97265200 2/14/2022	n/a	Redbarn Pet Products, LLC
PORKY SLICES	90879955 8/12/2021	n/a	Redbarn Pet Products, LLC
MONSTER BULLY STICKS	88124046 9/19/2018	6406103 7/6/2021	Redbarn Pet Products, LLC
Design only 	88638893 10/2/2019	5992927 2/18/2020	Redbarn Pet Products, LLC
BULLY SLIMS	88196443 11/16/2018	5886906 10/15/2019	Redbarn Pet Products, LLC
Design only 	88316486 2/26/2019	5856766 9/10/2019	Redbarn Pet Products, LLC
REDBARN REMEDIES	87172831 9/15/2016	5851953 9/3/2019	Redbarn Pet Products, LLC
REDBARN	87172620 9/15/2016	5697787 3/12/2019	Redbarn Pet Products, LLC
DUR-A-BULLS	87171463 9/14/2016	5697786 3/12/2019	Redbarn Pet Products, LLC
YOUR TRUSTED PARTNER TODAY. YOUR TRUSTED PARTNER TOMORROW.	87146369 8/22/2016	5551378 8/28/2018	Redbarn Pet Products, LLC
REDBARN WILDWOOD	87314772 1/26/2017	5298306 9/26/2017	Redbarn Pet Products, LLC
WILDWOOD RECIPES	87275258 12/20/2016	5255303 8/1/2017	Redbarn Pet Products, LLC
SIMPLY THE BEST REDBARN NATURALS	87079085 6/21/2016	5128892 1/24/2017	Redbarn Pet Products, LLC

Trademark	Serial Number Filing Date	Reg. No. Reg. Date	Owner
SIMPLY THE BEST REDBARN PET PRODUCTS	86875621 1/14/2016	5026884 8/23/2016	Redbarn Pet Products, LLC
BULLY SLICES	86744516 9/1/2015	5019476 8/9/2016	Redbarn Pet Products, LLC
FLEX-A-BULLS	85947488 5/31/2013	4993724 7/5/2016	Redbarn Pet Products, LLC
PROTEIN SURGE	85873141 3/11/2013	4988948 6/28/2016	Redbarn Pet Products, LLC
TWIDDLERS	85624427 5/14/2012	4257707 12/11/2012	Redbarn Pet Products, LLC
REDBARN	85639963 5/31/2012	4455895 12/24/2013	Redbarn Pet Products, LLC
DENTA DOGGIE	85591814 4/7/2012	4407893 9/24/2013	Redbarn Pet Products, LLC
TWISTER	85340547 6/7/2011	4451729 12/17/2013	Redbarn Pet Products, LLC
BRONCO BRAID	85340544 6/7/2011	4207257 9/11/2012	Redbarn Pet Products, LLC
REDBARN NATURALS	85705920 8/16/2012	4327614 4/30/2013	Redbarn Pet Products, LLC
REDBARN	85609728 4/26/2012	4337445 5/21/2013	Redbarn Pet Products, LLC
LIL' CHOPPERS	78820030 2/21/2006	3283856 8/21/2007	Redbarn Pet Products, LLC
BARN BAGEL	78820053 2/21/2006	3283857 8/21/2007	Redbarn Pet Products, LLC
DELI THINS	78869376 4/25/2006	3196895 1/9/2007	Redbarn Pet Products, LLC
ROOFLE	78869363 4/25/2006	3198936 1/16/2007	Redbarn Pet Products, LLC
CHEWY LOUIE	78201864 1/9/2003	2820502 3/2/2004	Redbarn Pet Products, LLC
REDBARN NATURALS	77925188 2/1/2010	3841263 8/31/2010	Redbarn Pet Products, LLC
BULLY NUGGETS	77706298 4/3/2009	3823713 7/27/2010	Redbarn Pet Products, LLC
BARKY BARK	77706275 4/3/2009	3743306 1/26/2010	Redbarn Pet Products, LLC
NATU-ROLLIES	77394131 2/11/2008	3732021 12/29/2009	Redbarn Pet Products, LLC
HOGGERS	77132921 3/16/2007	3423789 5/6/2008	Redbarn Pet Products, LLC
CHEW-A-BULLS	77132897 3/16/2007	3423787 5/6/2008	Redbarn Pet Products, LLC
FETCHERS	77132913 3/16/2007	3423788 5/6/2008	Redbarn Pet Products, LLC
REDBARN	76186622 12/26/2000	2617059 9/10/2002	Redbarn Pet Products, LLC
BARNBURGER	76554150 10/23/2003	2899128 11/2/2004	Redbarn Pet Products, LLC

Trademark	Serial Number Filing Date	Reg. No. Reg. Date	Owner
CHOPPERS	76547634 9/29/2004	2878983 8/31/2004	Redbarn Pet Products, LLC
THE DASHING DOG BOX	88288291 2/4/2019	6034898 4/14/2000	Pawstruck LLC
PAWSTRUCK.COM	88550298 7/30/2019	6022679 3/31/2020	Pawstruck LLC
PAWSTRUCK	87809281 2/23/2018	5575273 10/2/2018	Pawstruck LLC
RUFF RELIEF	87159588 9/2/2016	5185647 4/18/2017	Pawstruck LLC
PAWSTRUCK	86136919 12/6/2013	4607314 9/16/2014	Pawstruck LLC
PURE TECHNOLOGY	87350449 2/27/2017	5286027 9/12/2017	Pure Technology LLC
PURE TECHNOLOGY	87030725 5/10/2016	5201556 5/9/2017	Pure Technology LLC
DESIGN ONLY 	87888091 4/23/2018	5626948 12/11/2018	Polyshot LLC
DOZERS DENTAL CHEWS	87888089 4/23/2018	5637083 12/25/2018	Polyshot LLC
DOZERS	87888084 4/23/2018	5626947 12/11/2018	Polyshot LLC
JAGS	87888079 4/23/2018	5801662 7/9/2019	Polyshot LLC
DOZERS	87243674 11/21/2016	5272872 8/22/2017	Polyshot LLC
RYKERS	87888075 4/23/2018	5693523 3/5/2019	Polyshot LLC
POLYSHOT	86667349 6/18/2015	5001380 7/19/2016	Polyshot LLC
FIREBOX	86692552 7/14/2015	4913032 3/8/2016	Polyshot LLC