

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM733830

<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>
Classic Brands, LLC		06/09/2022	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 48</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73083604	BIG TOP	
<b>Serial Number:</b>	88138088		
<b>Serial Number:</b>	90064296	BIRD HEALTH +	
<b>Serial Number:</b>	88725460	BIRD HEALTH+	
<b>Serial Number:</b>	90064307	BIRD HEALTH +	
<b>Serial Number:</b>	78641254	BIRD LOVERS JUST FOR THE FUN OF IT!	
<b>Serial Number:</b>	85072350	BOTTOMS UP	
<b>Serial Number:</b>	85444954	BUY IT ONCE, ENJOY IT FOR LIFE	
<b>Serial Number:</b>	78778402	CLEVER CLEAN	
<b>Serial Number:</b>	88363482	CLEVER CLEAN AND FILL	
<b>Serial Number:</b>	86542515		
<b>Serial Number:</b>	86514638		
<b>Serial Number:</b>	86514632		
<b>Serial Number:</b>	86514653		
<b>Serial Number:</b>	88979960		
<b>Serial Number:</b>	72456000	DROLL YANKEES	
<b>Serial Number:</b>	88290827	DY DROLL YANKEES WORLD'S BEST FEEDERS SI	
<b>Serial Number:</b>	86565062	EARLY BIRD	

CH \$1215.00 73083604

Property Type	Number	Word Mark
Serial Number:	86214287	EZNECTAR
Serial Number:	86799262	FAST-FEEDER
Serial Number:	76598205	FINCH FLOCKERS
Serial Number:	76360543	GREEN ESTEEM
Serial Number:	86221954	HAPPY HUMMERS!
Serial Number:	86508414	HYDRATION STATION
Serial Number:	74583795	JAGUNDA
Serial Number:	78776303	JUST FEED BIRDS AND MAKE A WORLD OF DIFF
Serial Number:	86514644	
Serial Number:	86514627	
Serial Number:	85012294	MORE BIRDS
Serial Number:	87712523	MORE BIRDS
Serial Number:	75329029	NECTAR GUARD
Serial Number:	86556953	RUBY SIPPER
Serial Number:	73390525	SEED SAVER
Serial Number:	73768992	SKY HOOK
Serial Number:	87712521	SQUIRREL X BEST DEFENSE AGAINST SQUIRREL
Serial Number:	85034851	STAY FULL PORT
Serial Number:	86466073	SUREFILL NO SPILL
Serial Number:	86698414	SUREFILL NO SPILL SYSTEM
Serial Number:	86200212	SWEET TWEET
Serial Number:	75188605	THE NEW GENERATION
Serial Number:	73264646	THE WINNER
Serial Number:	76598206	THE WORLD'S BEST BIRD FEEDERS
Serial Number:	85565140	TWEET SPOT
Serial Number:	88290840	WORLD'S BEST FEEDERS SINCE 1969
Serial Number:	76497589	YANKEE DIPPER
Serial Number:	75766921	YANKEE FLIPPER
Serial Number:	76497881	YANKEE TIPPER
Serial Number:	76497590	YANKEE WHIPPER

**CORRESPONDENCE DATA**

Fax Number: 2127514864

*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: 12129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

**TRADEMARK**

**REEL: 007748 FRAME: 0499**

<b>ATTORNEY DOCKET NUMBER:</b>	040896-0148
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/s/Angela M. Amaru
<b>DATE SIGNED:</b>	06/10/2022

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2022 (this “Trademark Security Agreement”), is made by the signatory hereto listed on the signature pages hereof (the “Grantor”), in favor of Ares Capital Corporation (in its individual capacity, “Ares”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 9, 2020 (as amended by that certain Amendment No. 1 to Credit Agreement, dated November 22, 2021 and that certain Amendment No. 2 to Credit Agreement, dated April 26, 2022, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time party thereto and Ares, as administrative agent, collateral agent, and revolver agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of November 9, 2020, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (collectively, the “Trademark Collateral”):

- a. all of its U.S. Trademarks, including, without limitation, those referred to on Schedule I hereto;
- b. all renewals and extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;

d. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and

e. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States "intent to use" Trademark applications for which a statement of use or affidavit of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. 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. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 5. Successors and Assigns. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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.

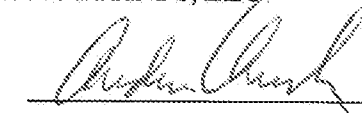
*- Remainder of page intentionally blank; signature page follows -*

IN WITNESS WHEREOF, the 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.

**Grantor:**

**CLASSIC BRANDS, LLC**

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Andrew Church", written over a horizontal line.

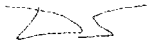
Name: Andrew Church  
Title: Chief Financial Officer and  
Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007748 FRAME: 0503**

ACCEPTED AND AGREED as of the date first above written:

**ARES CAPITAL CORPORATION,**  
as Collateral Agent

By:   
\_\_\_\_\_  
Name: David Schwartz  
Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations and Applications

MARK	APP. NO.	REG. NO.	REG. DATE	STATUS	GRANTOR
BIG TOP	73/083,604	1,053,952	07-Dec-1976	Registered	Classic Brands, LLC
BIRD Design	88/138,088	6,420,335	13-Jul-2021	Registered	Classic Brands, LLC
BIRD HEALTH + and Design	90/064,296	6,584,487	07-Dec-2021	Registered	Classic Brands, LLC
BIRD HEALTH+	88/725,460	6,563,483	16-Nov-2021	Registered	Classic Brands, LLC
BIRD HEALTH+ (Stylized and Design) color	90/064,307	6,584,488	07-Dec-2021	Registered	Classic Brands, LLC
BIRD LOVERS JUST FOR THE FUN OF IT! & Design	78/641,254	3,218,868	13-Mar-2007	Registered	Classic Brands, LLC
BOTTOMS UP	85/072,350	3,916,982	08-Feb-2011	Registered	Classic Brands, LLC
BUY IT ONCE, ENJOY IT FOR LIFE	85/444,954	4,200,043	28-Aug-2012	Registered	Classic Brands, LLC
CLEVER CLEAN	78/778,402	3,593,108	17-Mar-2009	Registered	Classic Brands, LLC
CLEVER CLEAN AND FILL	88/363,482	6,176,020	13-Oct-2020	Registered	Classic Brands, LLC
Design	86/542,515	4,953,855	10-May-2016	Registered	Classic Brands, LLC
Design (Diamond Bottle Shape)	86/514,638	5,367,153	02-Jan-2018	Registered	Classic Brands, LLC
Design (Ruby Bottle Shape)	86/514,632	4,994,967	05-Jul-2016	Registered	Classic Brands, LLC
Design (Translucent Colored Top Bottom)	86/514,653	5,014,796	02-Aug-2016	Registered	Classic Brands, LLC



MARK	APP. NO.	REG. NO.	REG. DATE	STATUS	GRANTOR
DESIGN ONLY (bird with upward wings)	88/979,960	6,258,418	26-Jan-2021	Registered	Classic Brands, LLC
DROLL YANKEES	72/456,000	988,043	09-Jul-1974	Registered	Classic Brands, LLC
DY DROLL YANKEES WORLD'S BEST FEEDERS SINCE 1969 and Design	88/290,827	6,557,679	16-Nov-2021	Registered	Classic Brands, LLC
EARLY BIRD	86/565,062	4,919,456	15-Mar-2016	Registered	Classic Brands, LLC
EZNECTAR	86/214,287	4,846,824	03-Nov-2015	Registered	Classic Brands, LLC
FAST-FEEDER	86/799,262	5,138,576	07-Feb-2017	Registered	Classic Brands, LLC
FINCH FLOCKERS	76/598,205	2,991,432	06-Sep-2005	Registered	Classic Brands, LLC
GREEN ESTEEM	76/360,543	2,822,134	16-Mar-2004	Registered	Classic Brands, LLC
HAPPY HUMMERS!	86/221,954	4,846,847	03-Nov-2015	Registered	Classic Brands, LLC
HYDRATION STATION	86/508,414	4,890,707	19-Jan-2016	Registered	Classic Brands, LLC
JAGUNDA	74/583,795	1,965,988	02-Apr-1996	Registered	Classic Brands, LLC
JUST FEED BIRDS AND MAKE A WORLD OF DIFFERENCE & Design	78/776,303	3,331,808	06-Nov-2007	Registered	Classic Brands, LLC
Miscellaneous Design (Big Gulp Bottle Shape)	86/514,644	5,367,154	02-Jan-2018	Registered	Classic Brands, LLC
Miscellaneous Design (Swirl Ridges on Feeder Vessel)	86/514,627	5,367,152	02-Jan-2018	Registered	Classic Brands, LLC

MARK	APP. NO.	REG. NO.	REG. DATE	STATUS	GRANTOR
MORE BIRDS	85/012,294	4,102,892	21-Feb-2012	Registered	Classic Brands, LLC
MORE BIRDS and Design	87/712,523	5,829,569	06-Aug-2019	Registered	Classic Brands, LLC
NECTAR GUARD	75/329,029	2,272,874	24-Aug-1999	Registered	Classic Brands, LLC
RUBY SIPPER	86/556,953	4,868,399	08-Dec-2015	Registered	Classic Brands, LLC
SEED SAVER	73/390,525	1,265,040	24-Jan-1984	Registered	Classic Brands, LLC
SKY HOOK	73/768,992	1,547,442	11-Jul-1989	Registered	Classic Brands, LLC
SQUIRREL X BEST DEFENSE AGAINST SQUIRRELS & Design	87/712,521	5,625,626	11-Dec-2018	Registered	Classic Brands, LLC
STAY FULL PORT	85/034,851	4,122,349	03-Apr-2012	Registered	Classic Brands, LLC
SUREFILL NO SPILL	86/466,073	4,937,734	12-Apr-2016	Registered	Classic Brands, LLC
SUREFILL NO SPILL SYSTEM & Design	86/698,414	4,953,104	03-May-2016	Registered	Classic Brands, LLC
SWEET TWEET	86/200,212	4,697,158	03-Mar-2015	Registered	Classic Brands, LLC
THE NEW GENERATION	75/188,605	2,105,479	14-Oct-1997	Registered	Classic Brands, LLC
THE WINNER	73/264,646	1,173,317	13-Oct-1981	Registered	Classic Brands, LLC
THE WORLD'S BEST BIRD FEEDERS	76/598,206	2,988,716	30-Aug-2005	Registered	Classic Brands, LLC
TWEET SPOT	85/565,140	4,269,768	01-Jan-2013	Registered	Classic Brands, LLC
WORLD'S BEST FEEDERS SINCE 1969	88/290,840	6,071,328	02-Jun-2020	Registered	Classic Brands, LLC

MARK	APP. NO.	REG. NO.	REG. DATE	STATUS	GRANTOR
YANKEE DIPPER	76/497,589	2,882,664	07-Sep-2004	Registered	Classic Brands, LLC
YANKEE FLIPPER	75/766,921	2,478,496	14-Aug-2001	Registered	Classic Brands, LLC
YANKEE TIPPER	76/497,881	2,880,127	31-Aug-2004	Registered	Classic Brands, LLC
YANKEE WHIPPER	76/497,590	2,882,665	07-Sep-2004	Registered	Classic Brands, LLC