

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM747050

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DOWNTOWN PET SUPPLY, LLC		08/09/2022	Limited Liability Company:
MBG BRYBELLY OPCO, LLC		08/09/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hayfin Services LLP, as Collateral Agent		
<b>Street Address:</b>	One Eagle Place		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	SW1Y6AF		
<b>Entity Type:</b>	Limited Liability Partnership: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5643582	MY DOGGY PLACE	
<b>Registration Number:</b>	4824897	DOWNTOWN PET SUPPLY	
<b>Registration Number:</b>	6679659	MBGBRYBELLY	
<b>Registration Number:</b>	6365265	MODERN CURIOSITY	
<b>Registration Number:</b>	5887109	HAUNTLOOK	
<b>Registration Number:</b>	5701958	DINK RESPONSIBLY PICKLEBALL APPAREL	
<b>Registration Number:</b>	5545127	COCKTAILOR	
<b>Registration Number:</b>	5564522	SUB SHOP	
<b>Registration Number:</b>	5545116	WOOD EATS!	
<b>Registration Number:</b>	5494361	ACES HIGH	
<b>Registration Number:</b>	5554036	BOLTHEAD INDUSTRIAL	
<b>Registration Number:</b>	5549900	BACK OF HOUSE LTD.	
<b>Registration Number:</b>	5554031	DICE WARS	
<b>Registration Number:</b>	5549897	STUDIO NOUVEAU	
<b>Registration Number:</b>	5549894	BREWSKI BROTHERS	
<b>Registration Number:</b>	5378164	KNACK	
<b>Registration Number:</b>	5364834	GRIZZLY PEAK	
<b>Registration Number:</b>	5364826	SPLASH TECH	
		<b>TRADEMARK</b>	

CH \$915.00 5643582

Property Type	Number	Word Mark
Registration Number:	6649049	SOL COASTAL
Registration Number:	5473373	WEEBO PETS
Registration Number:	6098499	STRATAGEM
Registration Number:	4972623	IMAGINATION GENERATION
Registration Number:	4648809	PUDGY PEDRO'S PARTY SUPPLIES
Registration Number:	4648807	FELSON BILLIARD SUPPLIES 9
Registration Number:	4641216	MR. MOUSTACHIO
Registration Number:	4056420	CONDUCTOR CARL
Registration Number:	4428382	WIZ DICE
Registration Number:	4428379	TRIPLE OUT DARTS
Registration Number:	4428378	ROLLOUT GAMING
Registration Number:	4425042	CROWN SPORTING GOODS
Registration Number:	4428376	CLAYSMITH GAMING
Registration Number:	4428372	K-ROO SPORTS
Registration Number:	4197653	SOCK MONKEY FAMILY
Registration Number:	4197652	BRYBELLY
Registration Number:	3925578	PRO EXTENSIONS
Serial Number:	87755747	YOGA CLOUD

#### CORRESPONDENCE DATA

Fax Number: 2123108007

*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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Alan Wen

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Alan Wen - 51889.0029.
NAME OF SUBMITTER:	Alan Wen
SIGNATURE:	/Alan Wen/
DATE SIGNED:	08/09/2022

#### Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of August 9, 2022 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Hayfin Services LLP (“Hayfin”), as collateral agent for the benefit of the Lenders and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of April 14, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”) among, inter alios, MONOLITH BRANDS, LLC, a Delaware limited liability company (the “Borrower”), MONOLITH BRANDS HOLDCO, LLC, a Delaware limited liability company (“Holdings”), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Hayfin, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”), the Lenders have severally agreed to make Loans to the Borrower upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors, among others, are party to a Guaranty and Security Agreement dated as of April 14, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified time to time, 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 the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Administrative Agent to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or the Loan Agreement, as the context may require.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby unconditionally pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and hereby grants the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in all of such Grantor’s right, title and interest in, to and to the following property of such Grantor, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the “Trademark Collateral”):

(a) all of its all trademarks, trade names, trademark rights in corporate names, business names or fictitious business names, trade styles, service marks, logos and other source or business identifiers (whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereof;

(b) the right to obtain all extensions and renewals thereof; and

(c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, "Trademark Collateral" shall not include (and no security interest or Lien shall be granted hereunder in) any trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such trademark unless and until evidence of use of such trademark has been filed with and duly accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et sq.) (but only until such evidence of use is filed with and accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Authorization to Supplement. Subject to the terms of this Trademark Security Agreement, each Grantor hereby authorizes the Administrative Agent to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

Section 5. Counterparts. Any number of counterparts of this Trademark Security Agreement, including facsimiles and other electronic copies, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. This Trademark Security Agreement may be transmitted and signed and delivered by facsimile or other electronic means. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all parties.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF THE LOAN AGREEMENT (“JURISDICTION; VENUE; SERVICE OF PROCESS; JURY TRIAL WAIVER; JUDICIAL FORECLOSURE AND OTHER ACTIONS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

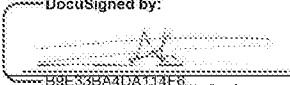
Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

Section 9. RECORDATION. THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

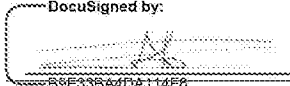
**DOWNTOWN PET SUPPLY, LLC**, as Grantor

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Pierre Abousleiman  
Title: Co-Chief Executive Officer

**MBG BRYBELLY OPCO, LLC**, as Grantor

By: MBG BRYBELLY, LLC, its Sole Managing Member

By: MONOLITH BRANDS, LLC, its Manager

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Pierre Abousleiman  
Title: Co-Chief Executive Officer

*[Signature Page to the Trademark Security Agreement (Hayfin)]*

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
MY DOGGY PLACE	88006432	June 19, 2018	5643582	1/1/19	Downtown Pet Supply, LLC
DOWNTOWN PET SUPPLY	86300345	June 4, 2014	4824897	10/6/15	Downtown Pet Supply, LLC
MBGBRYBELLY	97041661	Sep. 23, 2021	6679659	3/22/22	MBG Brybelly OPCO, LLC
MODERN CURIOSITY	88646782	Oct. 8, 2019	6365265	5/25/21	MBG Brybelly Opco, LLC
HAUNTLOOK	88287278	Feb. 3, 2019	5887109	10/15/19	MBG Brybelly Opco, LLC
DINK RESPONSIBLY PICKLEBALL APPAREL	88040830	July 17, 2018	5701958	3/19/19	MBG Brybelly Opco, LLC
COCKTAILOR	87757199	Jan. 16, 2018	5545127	8/21/18	MBG Brybelly Opco, LLC
SUB SHOP	87757132	Jan. 16, 2018	5564522	9/18/18	MBG Brybelly Opco, LLC
WOOD EATS!	87757098	Jan. 16, 2018	5545116	8/21/18	MBG Brybelly Opco, LLC
ACES HIGH	87755757	Jan. 15, 2018	5494361	6/12/18	MBG Brybelly Opco, LLC
BOLTHEAD INDUSTRIAL	87755738	Jan. 15, 2018	5554036	9/4/18	MBG Brybelly Opco, LLC
BACK OF HOUSE LTD.	87755727	Jan. 15, 2018	5549900	8/28/18	MBG Brybelly Opco, LLC
DICE WARS	87755699	Jan. 15, 2018	5554031	9/4/18	MBG Brybelly Opco, LLC
STUDIO NOUVEAU	87755642	Jan. 15, 2018	5549897	8/28/18	MBG Brybelly Opco, LLC



<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
BREWSKI BROTHERS	87755604	Jan. 15, 2018	5549894	8/28/18	MBG Brybelly Opco, LLC
KNACK	87468683	May 30, 2017	5378164	1/16/18	MBG Brybelly Opco, LLC
GRIZZLY PEAK	87468608	May 30, 2017	5364834	12/26/17	MBG Brybelly Opco, LLC
SPLASH TECH	87468458	May 30, 2017	5364826	12/26/17	MBG Brybelly Opco, LLC
SOL COASTAL	87468413	May 30, 2017	6649049	2/22/22	MBG Brybelly Opco, LLC
WEEBO PETS	87468285	May 30, 2017	5473373	5/22/18	MBG Brybelly Opco, LLC
STRATAGEM	87468565	May 30, 2017	6098499	7/14/20	MBG Brybelly Opco, LLC
IMAGINATION GENERATION	86786650	Oct. 13, 2015	4972623	6/7/16	MBG Brybelly Opco, LLC
PUDGY PEDRO'S PARTY SUPPLIES	86256570	Apr. 18, 2014	4648809	12/2/14	MBG Brybelly Opco, LLC
FELSON BILLIARD SUPPLIES 9	86256498	Apr. 18, 2014	4648807	12/2/14	MBG Brybelly Opco, LLC
MR. MOUSTACHIO	86256416	Apr. 18, 2014	4641216	11/18/14	MBG Brybelly Opco, LLC
CONDUCTOR CARL	85298007	Apr. 18, 2011	4056420	11/15/11	MBG Brybelly Opco, LLC
WIZ DICE	85869470	March 7, 2013	4428382	11/5/13	MBG Brybelly Opco, LLC
TRIPLE OUT DARTS	85869452	March 7, 2013	4428379	11/5/13	MBG Brybelly Opco, LLC
ROLLOUT GAMING	85869431	March 7, 2013	4428378	11/5/13	MBG Brybelly Opco, LLC
CROWN SPORTING GOODS	85869404	March 7, 2013	4425042	10/29/13	MBG Brybelly Opco, LLC
CLAYSMITH GAMING	85869382	March 7, 2013	4428376	11/5/13	MBG Brybelly Opco, LLC
K-ROO SPORTS	85868922	March 6, 2013	4428372	11/5/13	MBG Brybelly Opco, LLC

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
SOCK MONKEY FAMILY	85505987	Dec. 29, 2011	4197653	8/28/12	MBG Brybelly Opco, LLC
BRYBELLY	85505949	Dec. 29, 2011	4197652	8/28/12	MBG Brybelly Opco, LLC
PRO EXTENSIONS	85084732	July 14, 2010	3925578	3/1/11	MBG Brybelly Opco, LLC

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
YOGA CLOUD	87755747	Jan. 15, 2018	N/A	Pending	MBG Brybelly Opco, LLC