

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM758643

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF MONTREAL		09/27/2022	National Banking Association: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red Collar Pet Foods, Inc.		
<b>Street Address:</b>	1550 WEST MCEWEN DRIVE		
<b>City:</b>	FRANKLIN		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2815161	BARK N BAC'N	
<b>Registration Number:</b>	5988322	RED COLLAR	
<b>Registration Number:</b>	5988323	RC	
<b>Serial Number:</b>	88748412	PRO KAL	
<b>Registration Number:</b>	6798274	ON THE FARM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	312-862-4396		
<b>Email:</b>	noreen.gosselin@kirkland.com		
<b>Correspondent Name:</b>	Noreen Gosselin		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	300 North LaSalle		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	46029-2		
<b>NAME OF SUBMITTER:</b>	NOREEN GOSSELIN		
<b>SIGNATURE:</b>	/NOREEN GOSSELIN/		
<b>DATE SIGNED:</b>	09/30/2022		

CH \$140.00 2815161

**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated September 27, 2022 (this "*Release*") by BANK OF MONTREAL ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as "*Agent*"), in favor of Debtor (as defined below);

**WITNESSETH:**

WHEREAS, Red Collar Pet Foods, Inc., a Delaware corporation ("*Debtor*"), with its mailing address at 1550 W. McEwen Drive, Suite 250, Franklin, Tennessee 37067, and Agent were parties to a certain Trademark Collateral Agreement dated July 23, 2020 between Debtor and Agent which was recorded in the United States Patent and Trademark Office on July 27, 2020 at Reel 7008, Frame 0929 (the "*Agreement*"), pursuant to which Debtor granted to Agent a security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the "*Trademark Property*"); and

WHEREAS, Debtor has requested that Agent release its security interests in the Trademark Property;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Agent, for itself and for the Secured Creditors, hereby (a) terminates the liens and security interest created under the Agreement in the Trademark Property, and (b) releases its security interests in, without any representation, warranty, recourse or undertaking by Agent all of its right, title and interest, if any, in and to the Trademark Property, including without limitation each trademark, trademark registration, and trademark application listed on Schedule A hereto, including without limitation:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages.

Agent acknowledges that this Release may be filed along with other necessary documentation with the United States Patent and Trademark Office or any other appropriate governmental office to evidence the release granted herein.


Agent hereby agrees to take such other actions (including, without limitation, the execution and delivery of all documents or other instruments), reasonably requested by Debtor, at Debtor's sole cost and expense to evidence or record the release of the security interests in the Trademark Property.

This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Remainder of Page Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Administrative Agent

By   
Name: Liyang Yu  
Title: Vice President

**SCHEDULE A**  
**TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**FEDERAL TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Mark</u>	<u>Reg./App. No.</u> <u>Reg./App. Date</u>	<u>Goods/</u> <u>Services</u>
Red Collar Pet Foods, Inc.	BARK N BAC'N	2815161 February 17, 2004	Edible dog treats
Red Collar Pet Foods, Inc.	RED COLLAR	5988322 February 18, 2020	Pet foods and edible pet treats
Red Collar Pet Foods, Inc.	RC	5988323 February 18, 2020	Pet foods and edible pet treats
Red Collar Pet Foods, Inc.	ON THE FARM	88/748420 January 6, 2020	Pet foods and edible pet treats
Red Collar Pet Foods, Inc.	PRO KAL	88/748412 January 6, 2020	Pet foods and edible pet treats