

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Collar Pet Foods, Inc.		10/06/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2815161	BARK N BAC'N	
Registration Number:	5988322	RED COLLAR	
Registration Number:	5988323	RC	
Registration Number:	6798274	ON THE FARM	
Registration Number:	6866767	PRO KAL	
Registration Number:	2602769	HARVEST MILL	
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:	18888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	10/06/2022		

OP \$165.00 2815161

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Red Collar Pet Foods, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 6, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 320 South Canal Street

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s) _____

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-845-3274

Docket Number: _____

Email Address: lamantia@chapman.com

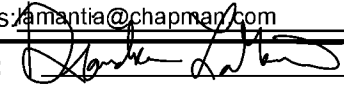
6. Total number of applications and registrations involved:**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____**

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: , for Chapman and Cutler LLP

10/6/22

Signature

Date

Diandra M. LaMantia, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK COLLATERAL AGREEMENT

This 6th day of October, 2022, RED COLLAR PET FOODS, INC, a Delaware corporation (the “*Debtor*”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL (“*BMO*”), acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(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;

to secure the payment and performance of all Secured Obligations (as defined in the Credit Agreement (as defined in the Security Agreement)) of Debtor as set out in that certain Security Agreement, dated as of the date hereof, by and among Debtor and the other parties to such Security Agreement signing as “*Debtors*” thereto, and Agent, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any Excluded Collateral (as defined in the Security Agreement).

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if

fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.


This Trademark Collateral Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the Facility Termination Date (as defined in the Credit Agreement). Upon the termination of this Trademark Collateral Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Debtor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

This Trademark Collateral Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Collateral Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Trademark Collateral Agreement. This Trademark Collateral Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

RED COLLAR PET FOODS, INC.

By 
Name: Chris G. A. Tuffin
Title: Vice President and Assistant Secretary

Accepted and agreed to as of the date and year first above written.

BANK OF MONTREAL, as Agent

By _____
Name: _____
Title: _____

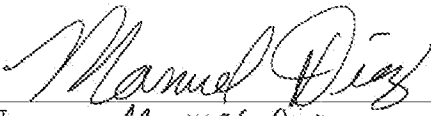
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

RED COLLAR PET FOODS, INC.

By _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year first above written.

BANK OF MONTREAL, as Agent

By  _____
Name: Manuel Diaz
Title: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Registered Trademarks:

Owner	Description/Mark	Reg./App. No.	Reg./App. Date	<u>Goods/ 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	6798274	July 19, 2022	Pet foods and edible pet treats
Red Collar Pet Foods, Inc.	PRO KAL	6866767	October 4, 2022	Pet foods and edible pet treats
Red Collar Pet Foods, Inc.	HARVEST MILL	2602769	July 30, 2002	Animal food, namely [dog food,] dog biscuits, edible dog treats [cat food and edible cat treats]