

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM762430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE KYJEN COMPANY, LLC		10/19/2022	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC		
Street Address:	1450 BRICKELL AVE., 31ST FLOOR		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	6091091	CRUNCHCORE	
Registration Number:	6435305	CUDDLY CLIMBERS	
Registration Number:	6686615	FLEXTECH	
Registration Number:	6822824	FLOATIEZ	
Registration Number:	6797293	GRABBERZ	
Registration Number:	6797634	HIDE-A-HEDGIE	
Registration Number:	6630719	MULTI-SQUEAK BONE	
Registration Number:	6624120	PUPPAK	
Registration Number:	6630722	PUPPAK DOG SLING CARRIER	
Registration Number:	6639806	TENNIS MAX	
Registration Number:	6686588	TOOTIEZ	
Registration Number:	6686614	TOUGH SKINZ	
Registration Number:	6301802	WHOLESOME PRIDE	
Registration Number:	6226521	HIDE A BIRD	
Serial Number:	97344717	CHARMING	
Serial Number:	90875743	CHARMING PET	
Serial Number:	97344739	CHARMING PET	
Serial Number:	97344704	CHARMING PET PRODUCTS	
Serial Number:	97395077	CUDDLE CUP	

OP \$865.00 6091091

Property Type	Number	Word Mark
Serial Number:	90815429	DONUT CUDDLER
Serial Number:	97356912	DUBLIN DOG
Serial Number:	97357002	DUBLIN DOG YOU SHOULD BE SO LUCKY
Serial Number:	97404049	ENDLESS SCRATCH & LOUNGE
Serial Number:	97014817	INVINCIBLE SQUEAKERS KEEPS SQUEAKIN' IF
Serial Number:	97393574	K9 TUFF GUARD
Serial Number:	90865752	NAP MAT
Serial Number:	90835981	ORIGINAL CALMING BED
Serial Number:	90816578	PAWSH
Serial Number:	97447050	TAIL SPINNER
Serial Number:	97250908	THE ORIGINAL CALMING DONUT DOG AND CAT B
Serial Number:	90724821	XTREME SEAMZ
Serial Number:	97365716	KEEPS SQUEAKIN' WHEN PUNCTURED
Serial Number:	97202604	COZY CUDDLER
Serial Number:	90785817	KEEPS SQUEAKIN' WHEN PUNCTURED

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	20729.515017
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/s/ Moira Sheehan
DATE SIGNED:	10/20/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC (“WhiteHorse”), in its capacity as agent under the Credit Agreement referred to below (in such capacity, the “Agent”) for the Secured Parties (as defined in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 5, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among The Kyjen Company, LLC, a Colorado limited liability company (the “Borrower”), Kyjen Holding Company, a Delaware corporation (“Holdings”), Outward Hound Holdings, Inc., a Delaware corporation (“Parent Holdings”), the other Persons party thereto that are designated as a Credit Party, the lenders from time to time party thereto (the “Lenders”) and WhiteHorse, as Agent, 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, each Grantor has agreed, pursuant to a Security Agreement dated as of April 5, 2021 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), as collateral security for the payment and performance of the Credit Party Obligations, to grant to the Agent a security interest in and continuing lien on all of the Grantors’ right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, the Intellectual Property of the Grantors; and

WHEREAS, all of the Grantors are party to the 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 and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 Credit Party Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien (as defined in the Credit Agreement) 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 (except for trademark applications filed on an intent-to-use basis) and all IP Licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(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 (as defined in the Credit Agreement) 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

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 and IP Licenses 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.

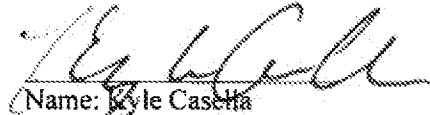
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York without regard to its rules pertaining to conflict of laws.

[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.

THE KYJEN COMPANY, LLC

By:



Name: Kyle Casella

Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007873 FRAME: 0529

ACCEPTED AND AGREED
as of the date first above written:

WHITEHORSE CAPITAL MANAGEMENT, LLC
as Agent

By: 

Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Application Number Application Date	Registration Number Registration Date	Owner Security Interest
CHARMING	97344717 April 3, 2022	N/A	The Kyjen Company, LLC
CHARMING PET	90875743 August 11, 2021	N/A	The Kyjen Company, LLC
CHARMING PET	97344739 April 3, 2022	N/A	The Kyjen Company, LLC
CHARMING PET PRODUCTS	97344704 July 3, 2022	N/A	The Kyjen Company, LLC
CRUNCHCORE	88755462 January 11, 2020	6091091 June 30, 2020	The Kyjen Company, LLC
CUDDLE CUP	97395077 May 4, 2022	N/A	The Kyjen Company, LLC
CUDDLY CLIMBERS	88755458 January 11, 2020	6435305 July 27, 2021	The Kyjen Company, LLC
DONUT CUDDLER	90815429 July 7, 2021	N/A	The Kyjen Company, LLC
DUBLIN DOG	97356912 April 11, 2022	N/A	The Kyjen Company, LLC

Trademark	Application Number	Registration Number	Owner
	Application Date	Registration Date	Security Interest
DUBLIN DOG YOU SHOULD BE SO LUCKY	97357002 April 11, 2022	N/A	The Kyjen Company, LLC
ENDLESS SCRATCH & LOUNGE	97404049 May 10, 2022	N/A	The Kyjen Company, LLC
FLEXTECH	90725168 May 20, 2021	6686615 March 29, 2022	The Kyjen Company, LLC
FLOATIEZ	90724876 May 20, 2021	6822824 August 16, 2022	The Kyjen Company, LLC
GRABBERZ	90861340 August 2, 2021	6797293 July 19, 2022	The Kyjen Company, LLC
HIDE-A-HEDGIE	97075435 October 14, 2021	6797634 July 19, 2022	The Kyjen Company, LLC
INVINCIBLE SQUEAKERS KEEPS SQUEAKIN' WHEN PUNCTURED!	97014817 September 7, 2021	N/A	The Kyjen Company, LLC
K9 TUFF GUARD	97393574 May 3, 2022	N/A	The Kyjen Company, LLC
MULTI-SQUEAK BONE	90725042 May 20, 2021	6630719 January 25, 2022	The Kyjen Company, LLC
NAP MAT	90865752 August 4, 2021	N/A	The Kyjen Company, LLC

Trademark	Application Number Application Date	Registration Number Registration Date	Owner Security Interest
ORIGINAL CALMING BED	90835981 July 19, 2021	N/A	The Kyjen Company, LLC
PAWSH 	90816578 July 7, 2021	N/A	The Kyjen Company, LLC
PUPPAK	90827829 July 14, 2021	6624120 January 18, 2022	The Kyjen Company, LLC
PUPPAK DOG SLING CARRIER	90767657 June 14, 2021	6630722 January 25, 2022	The Kyjen Company, LLC
TAIL SPINNER	97447050 June 7, 2022	N/A	The Kyjen Company, LLC
TENNIS MAX	88686454 November 10, 2019	6639806 February 8, 2022	The Kyjen Company, LLC
THE ORIGINAL CALMING CAT AND DOG BED	97250908 February 2, 2022	N/A	The Kyjen Company, LLC
TOOTIEZ	90716232 May 17, 2021	6686588 March 29, 2022	The Kyjen Company, LLC
TOUGH SKINZ	90724917 May 20, 2021	6686614 March 29, 2022	The Kyjen Company, LLC
WHOLESOME PRIDE	88166234 October 23, 2018	6301802 March 23, 2021	The Kyjen Company, LLC

Trademark	Application Number	Registration Number	Owner
	Application Date	Registration Date	Security Interest
XTREME SEAMZ	90724821 May 20, 2021	N/A	The Kyjen Company, LLC
KEEPS SQUEAKIN' WHEN PUNCTURED	97365716 April 15, 2022	N/A	The Kyjen Company, LLC
COZY CUDDLER	97202604 January 4, 2022	N/A	The Kyjen Company, LLC
HIDE A BIRD	97345823 April 4, 2022	6226521 December 22, 2020	The Kyjen Company, LLC
KEEPS SQUEAKIN' WHEN PUNCTURED	90785817 June 21, 2021	N/A	The Kyjen Company, LLC