

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762751

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NPM Franchising, LLC		10/21/2022	Limited Liability Company:
Pet Pros, LLC		10/21/2022	Limited Liability Company:
Groombar, LLC		10/21/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	320 S. Canal Street, Floor 15
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6047668	WHERE EVERYDAY IS A DOG DAY
Registration Number:	6046616	DEE-O-GEE
Registration Number:	6555547	FUREVER NATURALS
Registration Number:	6203033	EARTHWISE
Registration Number:	6555502	EARTHWISE
Registration Number:	6236131	NATURE'S PET
Registration Number:	6555480	FURKIDS
Registration Number:	4981750	DEE-O-GEE WHERE EVERY DAY IS A DOG DAY
Registration Number:	4635752	EARTHWISE PET
Registration Number:	4739287	EARTHWISE PET SUPPLY
Registration Number:	3598332	DEE-O-GEE A NATURAL PET STORE

CORRESPONDENCE DATA

Fax Number: 3129774405

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: 312-977-4400

Email: tefiester@nixonpeabody.com

CH \$290.00 6047668

Correspondent Name: Wayne L. Tang
Address Line 1: 70 West Madison Street, Suite 5200
Address Line 2: Nixon Peabody LLP
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER: 295026-000025

NAME OF SUBMITTER: Wayne L. Tang

SIGNATURE: /Wayne L. Tang/

DATE SIGNED: 10/21/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is made as of this 21st day of October, 2022 by NPM Franchising, LLC, a Washington limited liability company (“*NPM*”), Pet Pros, LLC, a Washington limited liability company (“*Pet Pros*”) and Groombar, LLC, a Washington limited liability company (“*Groombar*”, and together with NPM and Pet Pros, collectively, the “*Grantors*” and each, a “*Grantor*”), in favor of BMO Harris Bank N.A. (“*Bank*”).

W I T N E S S E T H

WHEREAS, Grantors and Bank are parties to that certain Credit Agreement dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the “*Credit Agreement*”) providing for the extensions of credit to be made to Grantors by Bank; and

WHEREAS, to secure the complete and timely payment and satisfaction of the Obligations (as defined in the Credit Agreement), and any other indebtedness, obligations and liabilities of whatsoever kind and nature of the Grantors (whether arising before or after the filing of a petition in bankruptcy), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced or acquired, and whether several, joint or joint and several, and any and all expenses and charges, legal or otherwise, suffered or incurred by Bank in collecting or enforcing any of such indebtedness, obligations or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (the “*Secured Obligations*”), pursuant to that certain Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) Grantors have granted to Bank, for its benefit and the benefit of Bank, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter created, acquired, or arising software, patents, trademarks, tradestyles, copyrights, and all other intellectual property rights, including all applications, registration, and licenses therefor, and all goodwill of the business connected therewith or represented thereby and all products and proceeds thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Bank, for the benefit of itself, and hereby reaffirms its grant under the Security Agreement, of a continuing first priority and perfected security interest in all of such Grantor’s rights, title and interests in and to

the following property of such Grantor, whether now owned or existing or hereafter created, acquired or arising:

(i) all United States and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by such Grantor, all applications, registrations and recordings for any of the foregoing including, but not limited to: (a) the applications, registrations and recordings thereof, including, without limitation, those referred to in Schedule 1 hereto; (b) all reissues, extensions or renewals of any of the foregoing; (c) all goodwill of the business symbolized by the foregoing; (d) all customer lists, formulae and other records of such Grantor relating to the distribution of products and services in connection with which any of the foregoing are used; (e) the right to sue for all past, present and future infringements of any of the foregoing; and (f) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "*Trademarks*");

(ii) all United States and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, and applications, registrations and recordings for any of the foregoing, including, but not limited to: (a) each patent and patent application referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof; (c) the right to sue for all past, present and future infringements of any of the foregoing; and (d) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "*Patents*");

(iii) all United States and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by such Grantor, and, with respect to any and all of the foregoing: (a) all applications, registrations and recordings for any of the foregoing including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof; (c) the right to sue for all past, present and future infringements of any of the foregoing; and (d) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "*Copyrights*"); and

(iv) all products and proceeds of any Trademarks, Patents or Copyrights and any and all proceeds of the foregoing described in this Section 2.

3. Covenants. Except as otherwise permitted under the Credit Agreement or the other Loan Documents, no Grantor shall sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Bank.

4. Representations and Warranties; New Trademarks, Patents and Copyrights. Grantors hereby represent and warrant that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks and trademark applications registered with the United States Patent and Trademark Office (other than any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed)), copyrights and copyright applications registered with the United States Copyright Office, and patents and patent applications registered with the United States Patent and Trademark Office, owned or registered to each Grantor under the laws of the United States of America as of the date of this Agreement. If, before the Secured Obligations are paid in full or before the Credit Agreement and other Loan Documents have been terminated, any Grantor (a) becomes aware of any existing Trademark, Copyright or Patents of which such Grantor has not previously informed Bank or (ii) becomes entitled to the benefit of any Trademark, Copyright or Patents which benefit is not in existence on the date hereof, then the provisions of this Agreement will automatically apply thereto and such Grantor shall give to Bank prompt written notice thereof. Grantors hereby authorize Bank to modify this Agreement by amending Schedule 1 hereto to include any such Trademark, Copyright or Patent and to file a duplicate original of this Agreement containing the amended Schedule.

5. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by electronic transmission shall bind the parties hereto.

7. Governing Law; Jurisdiction; Venue. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Illinois, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. THE PROVISIONS OF SECTIONS 9.17 and 9.18 OF THE CREDIT AGREEMENT SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS*.

[Signatures to appear on following page]

IN WITNESS WHEREOF, the Debtors have caused this Security Agreement to be duly executed and delivered, as of the date and year first above written.

DEBTORS:

EARTHWISE HOLDINGS LLC

By: _____

Name: Michael Seitz

Title: Manager

NPM FRANCHISING, LLC

By: _____

Name: Michael Seitz

Title: CEO

PET PROS, LLC

By: Sabino Arredondo _____

Name: Sabino Arredondo

Title: Manager

GROOMBAR, LLC

By: NPM Franchising, LLC, its sole Member

By: _____

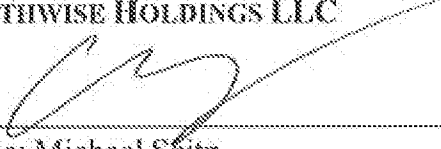
Name: Michael Seitz

Title: CEO

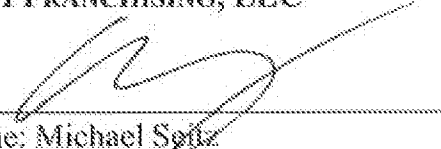
IN WITNESS WHEREOF, the Debtors have caused this Security Agreement to be duly executed and delivered, as of the date and year first above written.

DEBTORS:

EARTHWISE HOLDINGS LLC

By: 
Name: Michael Seitz
Title: Manager

NPM FRANCHISING, LLC

By: 
Name: Michael Seitz
Title: CEO

PET PROS, LLC

By: _____
Name: Sabino Arredondo
Title: Manager

GROOMBAR, LLC

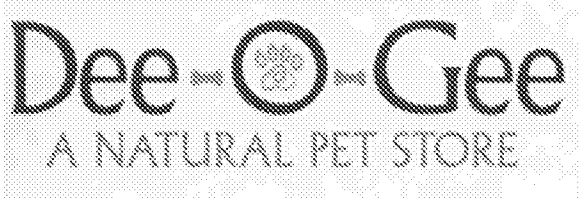
By: NPM Franchising, LLC, its sole Member

By: 
Name: Michael Seitz
Title: CEO

SCHEDULE 1

Trademarks

Description of Intellectual Property	Registration Number	Date of Registration	Country of Registration
WHERE EVERYDAY IS A DOG DAY WHERE EVERYDAY IS A DOG DAY	6047668	May 5, 2020	US
DEE-O-GEE DEE-O-GEE	6046616	May 5, 2020	US
FUREVER NATURALS FUREVER NATURALS	6555547	November 9, 2021	US
EARTHWISE EARTHWISE	6203033	November 24, 2020	US
EARTHWISE	6555502	November 9, 2021	US
NATURE'S PET NATURE'S PET	6236131	January 5, 2021	US
FURKIDS FURKIDS	6555480	November 9, 2021	US
DEE-O-GEE WHERE EVERYDAY IS A DOG DAY DAY  WHERE EVERY DAY IS A DOG DAY	4981750	June 21, 2016	US
EARTHWISE PET EARTHWISE PET	4635752	November 11, 2014	US
EARTHWISE PET SUPPLY	4739287	May 19, 2015	US

EARTHWISE PET SUPPLY			
DEE-O-GEE A NATURAL PET STORE 	3598332	March 31, 2019	US

Patents

None.

Copyrights

None.