

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global K9 Companies, LLC		10/07/2022	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Lafayette Square Loan Servicing, LLC, as agent		
Street Address:	P.O. Box 25250		
Internal Address:	PMB 13941		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33102-5250		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6578248	CV19 K9	
Registration Number:	6663420		
Registration Number:	6636691	DK9 DYNAMIC K9	
Registration Number:	6776264	GK9S	
Registration Number:	6599408	GLOBAL K9 PROTECTION GROUP	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	1500 Broadway, 29th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	10/21/2022		

OP \$140.00 6578248

Total Attachments: 7

source=Global K9 - IP Security Agreement#page1.tif

source=Global K9 - IP Security Agreement#page2.tif

source=Global K9 - IP Security Agreement#page3.tif

source=Global K9 - IP Security Agreement#page4.tif

source=Global K9 - IP Security Agreement#page5.tif

source=Global K9 - IP Security Agreement#page6.tif

source=Global K9 - IP Security Agreement#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of October 7, 2022, by and between LAFAYETTE SQUARE LOAN SERVICING, LLC, as agent for the benefit of Lenders ("Secured Party"), and GLOBAL K9 COMPANIES, LLC, an Alabama limited liability company ("Grantor"). All capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Credit Agreement referred to below.

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Credit Parties, in the amounts and manner set forth in that certain Term Loan and Security Agreement by and among Lenders, the Credit Parties, and Secured Party, dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the "Credit Agreement"). Lenders are willing to make the Loans to the Credit Parties, but only upon the condition, among others, that Grantor shall grant to Secured Party for its benefit and for the ratable benefit of each Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Secured Party for its benefit and for the ratable benefit of each Lender a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Secured Party to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and the Other Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

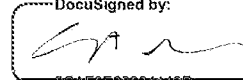
[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

GLOBAL K9 COMPANIES, LLC

DocuSigned by:



By: _____

Name: Sanjeev Rathi

Title: Authorized Person

Address:

IVM GK9
2401 Poplar Street
Opelika, Alabama 36804
Attention: Eric Hare
Telephone: (334) 487-1727
E-mail: EHare@GK9PG.com

SECURED PARTY:

LAFAYETTE SQUARE LOAN SERVICING, LLC

DocuSigned by:

Damien Dwin

By: _____

Name: Damien Dwin

Title: Authorized Signatory

Address:

Lafayette Square Loan Servicing, LLC

PO Box 25250

PMB 13941

Miami, Florida 33102-5250

Attention: Susan Golden

Telephone: (786) 598-2089

Email: legal@lafayettesquare.com;

lsloanops@lafayettesquare.com

EXHIBIT A

Copyrights

None.


EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Global K9 Companies, LLC	United States of America	CV19 K9	Registration No. 6,578,248	February 17, 2021	November 30, 2021	Global K9 Companies, LLC
Global K9 Companies, LLC	United States of America	Design only 	Registration No. 6,663,420	February 18, 2021	March 8, 2022	Global K9 Companies, LLC
Global K9 Companies, LLC	United States of America	DK9 DYNAMIC K9 and Design 	Registration No. 6,636,691	February 18, 2021	February 8, 2022	Global K9 Companies, LLC
Global K9 Companies, LLC	United States of America	GK9S	Registration No. 6,776,264	February 17, 2021	June 28, 2022	N/A
Global K9 Companies, LLC	United States of America	GLOBAL K9 PROTECTION GROUP	Registration No. 6,599,408	February 17, 2021	December 21, 2021	Global K9 Companies, LLC