

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Independent Pet Partners Intermediate Holdings, LLC, as a Grantor		11/28/2022	Limited Liability Company: DELAWARE
IPP-STORES, LLC, as a Grantor		11/28/2022	Limited Liability Company: DELAWARE
WHOLE PET CENTRAL, LLC, as a Grantor		11/28/2022	Limited Liability Company: DELAWARE
PET LIFE, LLC, as a Grantor		11/28/2022	Limited Liability Company: DELAWARE
ESPECIALLY FOR PETS, LLC, as a Grantor		11/28/2022	Limited Liability Company: DELAWARE
PET SOURCE, LLC, as a Grantor		11/28/2022	Limited Liability Company: DELAWARE
NATURAL PAWZ, LLC, as a Grantor		11/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as administrative agent and collateral agent		
Street Address:	150 South 5th Street		
Internal Address:	Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	4345929	KRISER'S	
Registration Number:	3575189	MUTTZ	
Registration Number:	4776474	KRISER'S NATURAL PET	
Registration Number:	4776475	KRISER'S NATURAL PET	
Registration Number:	3718921	NATURAL PAWZ	
Registration Number:	5726823	CD	
Registration Number:	4421921	BARKIN' MEWS	

CH \$790.00 4345929

Property Type	Number	Word Mark
Registration Number:	4446901	CHUCK'S BUCKS
Registration Number:	4512385	CHUCK & DON'S WE MAKE PETS HAPPY!
Registration Number:	4421934	CHUCK & DON'S
Registration Number:	3856074	FRIENDS OF CHUCK
Registration Number:	6015384	ROOSEVELT
Registration Number:	6789887	ROOSEVELT
Registration Number:	6048698	LOYAL COMPANION
Registration Number:	6512148	5 PILLARS OF PET WELLNESS
Registration Number:	6329867	FIVE PILLARS OF PET WELLNESS
Registration Number:	6428738	LOYAL COMPANION
Registration Number:	5533692	PET LIFE
Registration Number:	5048649	VITAWAG DRIP N' SIP
Registration Number:	3736436	ESPECIALLY FOR PETS
Registration Number:	3519397	WHOLE PET CENTRAL WHERE HEALTHY FOOD COM
Registration Number:	6892954	WILDSAINT
Registration Number:	4338093	BARK! PAWSITIVE PETFOOD
Registration Number:	6898432	PET LIFE
Serial Number:	88729137	FIVE PILLARS OF WELLNESS
Serial Number:	90774737	HAPPY PET CBD
Serial Number:	88726380	5 PILLARS OF WELLNESS
Serial Number:	88237853	YOUR LOYAL COMPANION
Serial Number:	97319912	ATTACHMENT THEORY
Serial Number:	97424521	ROOSEVELT
Serial Number:	90770160	PET LIFE

CORRESPONDENCE DATA

Fax Number: 2126983599

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: 2126983500

Email: karen.delgreco@dechert.com, patents@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: THREE BRYANT PARK

Address Line 2: 1095 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 163467

NAME OF SUBMITTER: Frank I. Hwang

SIGNATURE: /Frank I. Hwang/

DATE SIGNED: 11/29/2022

Total Attachments: 8

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, in order to induce the Lenders under the Credit Agreement (as defined below) to make extensions of credit to, among others, Independent Pet Partners Intermediate Holdings, LLC, and certain of its subsidiaries, including IPP-STORES, LLC, WHOLE PET CENTRAL, LLC, PET LIFE, LLC, ESPECIALLY FOR PETS, LLC, PET SOURCE, LLC and NATURAL PAWZ, LLC, each a Delaware limited liability company with its chief executive office at 8450 City Centre Dr, Woodbury, MN 55125 (each a “Grantor” and, together, the “Grantors”) pursuant to (i) the Credit Agreement, dated as of November 28, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Independent Pet Partners Intermediate Holdings II, LLC, a Delaware limited liability company, as Parent, Independent Pet Partners Intermediate Holdings, LLC, a Delaware limited liability company, as Borrower, the Lenders (as defined therein), and Acquiom Agency Services LLC, a national banking association, with an office at 150 South 5th Street, Suite 2600, Minneapolis, MN 55402, as administrative agent and collateral agent for the Lenders (in such capacity, the “Agent”), and (ii) the Security Agreement, dated as of November 28, 2022, executed and delivered by, among others, each Grantor in favor of the Agent in connection with the Credit Agreement (as amended, restated supplemented or otherwise modified from time to time, the “Security Agreement”) under which each Grantor pledged and granted to Acquiom Agency Services LLC, as Agent, a continuing security interest in all of each Grantor’s Intellectual Property. Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement (as applicable).

Each Grantor hereby pledges and grants a continuing security interest in, to and under all of each Grantor’s right, title and interest in all of the following, whether now owned or existing or at any time hereafter acquired or arising, for the benefit of the Credit Parties to secure the payment, performance and observance of the Secured Obligations:

(a) each United States Trademark (including, without limitation, those items set forth on Schedule A attached hereto), all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to each United States Trademark, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing,

provided, notwithstanding anything to the contrary contained in clauses (a) to (c) above, the security interest created by this agreement shall not extend to any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a

security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a United States Trademark.

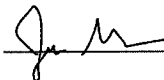
This grant of security interest in United States Trademarks (this "Grant") has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner for Trademarks record this Grant. The security interest granted hereby has been granted to the Agent for the benefit of the Credit Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Grant by telecopier, facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Grant.

[SIGNATURE PAGE FOLLOWS]

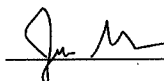
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28th day of November, 2022.

**INDEPENDENT PET PARTNERS
INTERMEDIATE HOLDINGS, LLC,**
as a Grantor

By:  _____

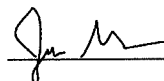
Name: Julie Maday
Title: Chief Financial Officer

IPP-STORES, LLC,
as a Grantor

By:  _____

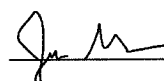
Name: Julie Maday
Title: Chief Financial Officer

WHOLE PET CENTRAL, LLC, as a Grantor

By:  _____

Name: Julie Maday
Title: Chief Financial Officer

NATURAL PAWZ, LLC, as a Grantor

By:  _____

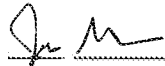
Name: Julie Maday
Title: Chief Financial Officer

PET LIFE, LLC,
as a Grantor

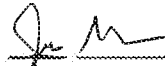
By:  _____

Name: Julie Maday
Title: Chief Financial Officer

ESPECIALLY FOR PETS, LLC, as a Grantor

By:  _____
Name: Julie Maday
Title: Chief Financial Officer

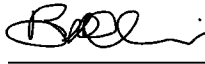
PET SOURCE, LLC, as a Grantor

By:  _____
Name: Julie Maday
Title: Chief Financial Officer

**ACQUIOM AGENCY SERVICES LLC, as
Agent**

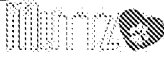


By: _____
Title:

ACQUIOM AGENCY SERVICES LLC, as
Agent

By: 
Name: Beth Cesari
Title: Senior Director

SCHEDULE A

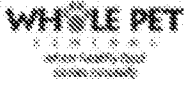

Registered Trademarks

<u>Owner of Record</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
IPP-Stores, LLC	USA	4345929	06/04/13	09/07/12	Kriser's KRISER'S
IPP-Stores, LLC	USA	3575189	02/17/09	03/19/08	
IPP-Stores, LLC	USA	4776474	07/21/15	11/18/14	KRISER'S NATURAL PET
IPP-Stores, LLC	USA	4776475	07/21/15	11/18/14	KRISER'S NATURAL PET
Natural Pawz, LLC	USA	3718921	12/01/09	02/08/08	NATURAL PAWZ
IPP-Stores, LLC	USA	5726823	4/16/2019	8/28/2018	
IPP-Stores, LLC	USA	4421921	Oct 22, 2013	3/21/2013	BARKIN' MEWS
IPP-Stores, LLC	USA	4446901	Dec 10, 2013	3/21/2013	CHUCK'S BUCKS
IPP-Stores, LLC	USA	4512385	Apr 08, 2014	3/21/2013	CHUCK & DON'S WE MAKE PETS HAPPY!
IPP-Stores, LLC	USA	4421934	Oct 22, 2013	3/21/2013	CHUCK & DON'S
IPP-Stores, LLC	USA	3856074	3/21/2013	1/25/2010	FRIENDS OF CHUCK
Independent Pet Partners Intermediate Holdings LLC	USA	6015384	Mar 17, 2020	12/20/2018	ROOSEVELT
Independent Pet Partners Intermediate Holdings LLC	USA	6789887	Jul 12, 2022	12/20/2018	ROOSEVELT
Independent Pet Partners Intermediate Holdings LLC	USA	6048698	May 5, 2020	12/20/2018	

<u>Owner of Record</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
Independent Pet Partners Intermediate Holdings LLC	USA	6512148	Oct 5, 2021	12/20/2019	5 PILLARS OF PET WELLNESS
Independent Pet Partners Intermediate Holdings LLC	USA	6329867	Apr 20, 2021	12/20/2019	FIVE PILLARS OF PET WELLNESS
Independent Pet Partners Intermediate Holdings LLC	USA	6428738	Jul 20, 2021	12/20/2018	LOYAL COMPANION
Pet Life LLC	USA	5533692	Aug 7, 2018	Nov 3, 2017	 PET LIFE
Pet Life LLC	USA	5048649	Sep. 27, 2016	Feb. 7, 2016	 VITAWAG VITAWAG DRIP N' SIP
Especially For Pets, LLC	USA	3736436	Jan. 12, 2010	Jun. 01, 2009	 ESPECIALLY FOR PETS
Whole Pet Central, LLC	USA	3519397	Oct. 21, 2008	Nov. 29, 2007	 WHOLE PET CENTRAL WHERE HEALTHY FOOD COMES NATURALLY
Independent Pet Partners Intermediate Holdings LLC	USA	6892954	Nov. 8, 2022	Sep. 15, 2021	WILDSAINT
IPP-Stores, LLC	USA	4338093	May 21, 2013	March 5, 2013	BARK! PAWSITIVE PETFOOD

<u>Owner of Record</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
Pet Life LLC	USA	6898432	Nov. 15, 2022	June 15, 2021	PET LIFE

Unregistered Trademarks

<u>Loan Party</u>	<u>Trademark Type</u>	<u>Mark</u>
Whole Pet Central, LLC	Whole Pet Central	Common law trademark
		Common law trademark
	Whole Pet Central Rewards Program	Common law trademark
	Whole Pet Central Healthy Rewards	Common law trademark
Pet Source, LLC		Common law trademark

Pending Trademark Applications

<u>Owner of Record</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
Independent Pet Partners Intermediate Holdings LLC	USA	88729137	Dec 16, 2019	FIVE PILLARS OF WELLNESS
Independent Pet Partners Intermediate Holdings LLC	USA	90774737	June 15, 2021	HAPPY PET CBD
Independent Pet Partners Intermediate Holdings LLC	USA	88726380	Dec 13, 2019	5 PILLARS OF WELLNESS
Independent Pet Partners Intermediate Holdings LLC	USA	88237853	Dec 20, 2018	YOUR LOYAL COMPANION
Independent Pet Partners Intermediate Holdings LLC	USA	97319912	Mar 18, 2022	ATTACHMENT THEORY
Independent Pet Partners Intermediate Holdings LLC	USA	97424521	May 23, 2022	ROOSEVELT
PET LIFE LLC	USA	90770160	June 11, 2021	PET LIFE