

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775514

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Animal Supply Company LLC		12/20/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	14241 Dallas Parkway, Suite 1300
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75254
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3774094	ANIMAL FOOD WAREHOUSE
Registration Number:	5965579	ANIMAL SUPPLY CO.
Registration Number:	6329379	ANIMAL SUPPLY CONNECT
Registration Number:	4618107	BASIL & BAXTER'S BAKERY
Registration Number:	4618108	BASIL & BAXTER'S BAKERY B & B
Registration Number:	4870471	DELIVERING SUCCESS
Registration Number:	4987395	EST. 1987 PETZOO ALASKA
Registration Number:	4000408	INTEGRITY
Registration Number:	4987393	INTEGRITY NATURAL CAT LITTER
Registration Number:	4455958	INTEGRITY NATURAL CAT LITTER
Registration Number:	4455959	INTEGRITY NATURAL CAT LITTER
Registration Number:	5779699	INTEGRITY PET PRODUCTS
Registration Number:	4614615	IT HAPPENS
Registration Number:	4872010	LOCAL EVERYWHERE
Registration Number:	3273808	NATURE'S CAFE
Registration Number:	4988054	NATURE'S CAFÉ CHICKEN ESSENTIALS
Registration Number:	4988053	NATURE'S CAFÉ ESSENTIALS FOR SMALL ANIMA
Registration Number:	4988055	NATURE'S CAFÉ WILD BIRD ESSENTIALS
Registration Number:	6267473	NEIGHBORHOOD PET PRODUCTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5891471	NEIGHBORHOOD PET PRODUCTS
Registration Number:	3710719	PET SUPPLY LINK
Registration Number:	6054106	PETCREST
Registration Number:	6054086	PETCREST
Registration Number:	6054087	PETCREST
Registration Number:	6054088	PETCREST
Registration Number:	6054090	PETCREST
Registration Number:	6054011	PETCREST
Registration Number:	6054012	PETCREST
Registration Number:	6054014	PETCREST
Registration Number:	6054015	PETCREST
Registration Number:	6054010	PETCREST
Registration Number:	4987391	ROGUE RIVER NATURALS
Registration Number:	4694183	ROGUE RIVER NATURALS
Registration Number:	4823054	SIMPLY FRESH
Registration Number:	4489406	SIMPLY FRESH
Registration Number:	4351623	SUPPORTING NEIGHBORHOOD PET RETAILERS

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Email:** kareem.ansley@blankrome.com

**Correspondent Name:** KAREEM ANSLEY

**Address Line 1:** BLANK ROME LLP

**Address Line 2:** 717 TEXAS AVENUE, SUITE 1400

**Address Line 4:** HOUSTON, TEXAS 77002

<b>ATTORNEY DOCKET NUMBER:</b>	155656-01054
<b>NAME OF SUBMITTER:</b>	Kareem Ansley
<b>SIGNATURE:</b>	/Kareem Ansley/
<b>DATE SIGNED:</b>	12/20/2022

**Total Attachments: 26**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 20th day of December, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of December 20, 2022 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **RETAIL & ANIMAL INTERMEDIATE, LLC**, a Delaware limited liability company (“Parent”), **ANIMAL SUPPLY COMPANY LLC**, a Delaware limited liability company (“Animal Supply”), **PET SUPPLIES DIRECT, LLC**, a Washington limited liability company (“Pet Supplies Direct”), **PET ZOO ALASKA, LLC**, an Alaska limited liability company (“Pet Zoo Alaska”), **WHOLESOME PET DISTRIBUTING, INC.**, an Ohio corporation (“Wholesome Pet”), **ASC EXECUTIVE MANAGEMENT, LLC**, a Delaware limited liability company (“ASC”; together with Animal Supply, Pet Supplies Direct, Pet Zoo Alaska, Wholesome Pet and those additional entities that become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the other Loan Parties thereto, the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), Agent, and Wells Fargo as lead arranger, book runner, syndication agent, and documentation agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 20, 2022 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement.

CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF

LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

TERM LOAN INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to or in connection with this Trademark Security Agreement, the terms of this Trademark Security Agreement, and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Term Loan Intercreditor Agreement. In the event of any conflict between the terms of the Term Loan Intercreditor Agreement and this Trademark Security Agreement, the terms of the Term Loan Intercreditor Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**ANIMAL SUPPLY COMPANY LLC**

By: Tim Batterson  
Name: Tim Batterson  
Title: President and Chief Executive Officer

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association**

By: \_\_\_\_\_  
Name: Heath Israel  
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 007926 FRAME: 0007**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

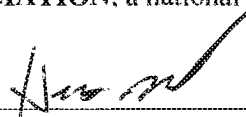
**GRANTOR:**

**ANIMAL SUPPLY COMPANY LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association**

By:  \_\_\_\_\_  
Name: Heath Israel  
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


**TRADEMARK  
REEL: 007926 FRAME: 0008**




**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007926 FRAME: 0009**

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
ANIMAL FOOD WAREHOUSE 	USPTO	<b>App</b> 77670617 <b>App</b> 13-FEB-2009	<b>Reg</b> 3774094 <b>Pub</b> 26-JAN-2010	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
ANIMAL SUPPLY CO.  <b>Cross References:</b> ANIMAL SUPPLY CO  	USPTO	<b>App</b> 88478763  <b>App</b> 18-JUN- 2019	<b>Reg</b> 5965579  <b>Pub</b> 05-NOV- 2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061


[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

<p>ANIMAL SUPPLY CONNECT</p> <p>ANIMAL SUPPLY CONNECT</p>	<p>USPTO</p>	<p><b>App</b> 88330446 <b>App</b> 07-MAR- 2019</p>	<p><b>Reg</b> 6329379 <b>Pub</b> 31-DEC- 2019</p>	<p>ANIMAL SUPPLY COMPANY LLC</p> <p>DELAWARE LIMITED LIABILITY CO.</p> <p>400 CASCADE DRIVE</p> <p>IRVING, TEXAS, 75061</p>
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[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
<p>BASIL &amp; BAXTER'S BAKERY</p> <p>BASIL &amp; BAXTER'S BAKERY</p>	<p>USPTO</p>	<p><b>App</b> 85810216 <b>App</b> 25-DEC-2012</p>	<p><b>Reg</b> 4618107 <b>Pub</b> 05-NOV-2013</p>	<p>ANIMAL SUPPLY COMPANY LLC</p> <p>DELAWARE LIMITED LIABILITY COMPANY</p> <p>600 E. LAS COLINAS BLVD., SUITE 700</p> <p>IRVING, TEXAS, 75039</p>



[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
BASIL & BAXTER'S BAKERY B & B  <b>Cross References:</b> BASIL & BAXTER'S BAKERY BB  	USPTO	<b>App</b> 85810218  <b>App</b> 25-DEC-2012	<b>Reg</b> 4618108  <b>Pub</b> 19-NOV-2013	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039
DELIVERING SUCCESS  DELIVERING SUCCESS	USPTO	<b>App</b> 86622824  <b>App</b> 07-MAY-2015	<b>Reg</b> 4870471  <b>Pub</b> 29-SEP-2015	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]


Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
EST. 1987 PETZOO ALASKA  <b>Cross References:</b> EST 1987 PET ZOO ALASKA  	USPTO	<b>App</b> 86784040  <b>App</b> 09-OCT-2015	<b>Reg</b> 4987395  <b>Pub</b> 12-APR-2016	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039
INTEGRITY  INTEGRITY	USPTO	<b>App</b> 77980289  <b>App</b> 13-OCT-2006	<b>Reg</b> 4000408  <b>Pub</b> 10-MAY-2011	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
INTEGRITY NATURAL CAT LITTER  	USPTO	<b>App</b> 86784030  <b>App</b> 09-OCT-2015	<b>Reg</b> 4987393  <b>Pub</b> 12-APR-2016	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039
INTEGRITY NATURAL CAT LITTER  	USPTO	<b>App</b> 85671594  <b>App</b> 09-JUL-2012	<b>Reg</b> 4455958  <b>Pub</b> 06-AUG-2013	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]




Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
INTEGRITY NATURAL CAT LITTER 	USPTO	<b>App</b> 85671601 <b>App</b> 09-JUL-2012	<b>Reg</b> 4455959 <b>Pub</b> 23-JUL-2013	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039
INTEGRITY PET PRODUCTS  INTEGRITY PET PRODUCTS	USPTO	<b>App</b> 88166195 <b>App</b> 23-OCT-2018	<b>Reg</b> 5779699 <b>Pub</b> 02-APR-2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061



[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
<p>IT HAPPENS</p> <p>IT HAPPENS</p>	USPTO	<p><b>App</b> 85923791</p> <p><b>App</b> 06-MAY-2013</p>	<p><b>Reg</b> 4614615</p> <p><b>Pub</b> 22-OCT-2013</p>	<p>ANIMAL SUPPLY COMPANY LLC</p> <p>DELAWARE LIMITED LIABILITY COMPANY</p> <p>600 E. LAS COLINAS BLVD., SUITE 700</p> <p>IRVING, TEXAS, 75039</p>
<p>LOCAL EVERYWHERE</p> <p>LOCAL EVERYWHERE</p>	USPTO	<p><b>App</b> 86557616</p> <p><b>App</b> 09-MAR-2015</p>	<p><b>Reg</b> 4872010</p> <p><b>Pub</b> 02-JUN-2015</p>	<p>ANIMAL SUPPLY COMPANY LLC</p> <p>DELAWARE LIMITED LIABILITY COMPANY</p> <p>600 E. LAS COLINAS BLVD., SUITE 700</p> <p>IRVING, TEXAS, 75039</p>

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
NATURE'S CAFE  NATURE'S CAFE	USPTO	<b>App</b> 77021225  <b>App</b> 13-OCT-2006	<b>Reg</b> 3273808  <b>Pub</b> 22-MAY-2007	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039
NATURE'S CAFÉ CHICKEN ESSENTIALS  <b>Cross References:</b> NATURES CAFE CHICKEN ESSENTIALS  	USPTO	<b>App</b> 86795288  <b>App</b> 21-OCT-2015	<b>Reg</b> 4988054  <b>Pub</b> 12-APR-2016	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
<p>NATURE'S CAFÉ ESSENTIALS FOR SMALL ANIMALS &amp; DOMESTIC BIRDS</p> <p><b>Cross References:</b> NATURES CAFE ESSENTIALS FOR SMALL ANIMALS &amp; DOMESTIC BIRDS</p> 	USPTO	<p><b>App</b> 86795282 <b>App</b> 21-OCT- 2015</p>	<p><b>Reg</b> 4988053 <b>Pub</b> 12-APR- 2016</p>	<p>ANIMAL SUPPLY COMPANY LLC</p> <p>DELAWARE LIMITED LIABILITY COMPANY</p> <p>600 E. LAS COLINAS BLVD., SUITE 700</p> <p>IRVING, TEXAS, 75039</p>
<p>NATURE'S CAFÉ WILD BIRD ESSENTIALS</p> <p><b>Cross References:</b> NATURES CAFE WILD BIRD ESSENTIALS</p> 	USPTO	<p><b>App</b> 86795289 <b>App</b> 21-OCT- 2015</p>	<p><b>Reg</b> 4988055 <b>Pub</b> 12-APR- 2016</p>	<p>ANIMAL SUPPLY COMPANY LLC</p> <p>DELAWARE LIMITED LIABILITY COMPANY</p> <p>600 E. LAS COLINAS BLVD., SUITE 700</p> <p>IRVING, TEXAS, 75039</p>

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No./Date</b>	<b>Reg. No./Date</b>	<b>Owner</b>
<b>NEIGHBORHOOD PET PRODUCTS</b>  <small>NEIGHBORHOOD PET PRODUCTS</small>	USPTO	<b>App</b> 88478772  <b>App</b> 18-JUN-2019	<b>Reg</b> 6267473  <b>Pub</b> 29-OCT-2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061
<b>NEIGHBORHOOD PET PRODUCTS</b>  <small>NEIGHBORHOOD PET PRODUCTS</small>	USPTO	<b>App</b> 86622749  <b>App</b> 07-MAY-2015	<b>Reg</b> 5891471  <b>Pub</b> 19-APR-2016	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
PET SUPPLY LINK  PET SUPPLY LINK	USPTO	<b>App</b> 77706276  <b>App</b> 03-APR-2009	<b>Reg</b> 3710719	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039
PETCREST  <b>Cross References:</b> PET CREST  PETCREST	USPTO	<b>App</b> 88111365  <b>App</b> 10-SEP-2018	<b>Reg</b> 6054106  <b>Pub</b> 01-JAN-2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]



<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No./Date</b>	<b>Reg. No./Date</b>	<b>Owner</b>
PETCREST <b>Cross References:</b> PET CREST  PETCREST	USPTO	<b>App</b> 88100506  <b>App</b> 31-AUG-2018	<b>Reg</b> 6054086  <b>Pub</b> 01-JAN-2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061
PETCREST <b>Cross References:</b> PET CREST  PETCREST	USPTO	<b>App</b> 88100530  <b>App</b> 31-AUG-2018	<b>Reg</b> 6054087  <b>Pub</b> 01-JAN-2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]



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PETCREST <b>Cross References:</b> PET CREST  PETCREST	USPTO	<b>App</b> 88100537  <b>App</b> 31-AUG-2018	<b>Reg</b> 6054088  <b>Pub</b> 01-JAN-2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061
PETCREST <b>Cross References:</b> PET CREST  PETCREST	USPTO	<b>App</b> 88101542  <b>App</b> 31-AUG-2018	<b>Reg</b> 6054090  <b>Pub</b> 01-JAN-2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]




Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
PETCREST <b>Cross References:</b> PET CREST 	USPTO	<b>App</b> 88060958 <b>App</b> 01-AUG-2018	<b>Reg</b> 6054011 <b>Pub</b> 01-JAN-2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061
PETCREST <b>Cross References:</b> PET CREST 	USPTO	<b>App</b> 88061142 <b>App</b> 01-AUG-2018	<b>Reg</b> 6054012 <b>Pub</b> 01-JAN-2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061

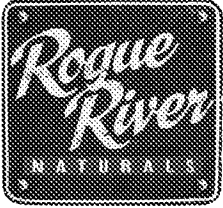
[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
PETCREST <b>Cross References:</b> PET CREST 	USPTO	<b>App</b> 88061646 <b>App</b> 01-AUG-2018	<b>Reg</b> 6054014 <b>Pub</b> 01-JAN-2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061
PETCREST <b>Cross References:</b> PET CREST 	USPTO	<b>App</b> 88061667 <b>App</b> 01-AUG-2018	<b>Reg</b> 6054015 <b>Pub</b> 01-JAN-2019	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY CO.  400 CASCADE DRIVE  IRVING, TEXAS, 75061


[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
<p>PETCREST</p> <p><b>Cross References:</b> PET CREST</p> 	USPTO	<p><b>App</b> 88060269</p> <p><b>App</b> 31-JUL-2018</p>	<p><b>Reg</b> 6054010</p> <p><b>Pub</b> 01-JAN-2019</p>	<p>ANIMAL SUPPLY COMPANY LLC</p> <p>DELAWARE LIMITED LIABILITY CO.</p> <p>400 CASCADE DRIVE</p> <p>IRVING, TEXAS, 75061</p>
<p>ROGUE RIVER NATURALS</p> <p>ROGUE RIVER NATURALS</p>	USPTO	<p><b>App</b> 86784026</p> <p><b>App</b> 09-OCT-2015</p>	<p><b>Reg</b> 4987391</p> <p><b>Pub</b> 12-APR-2016</p>	<p>ANIMAL SUPPLY COMPANY LLC</p> <p>DELAWARE LIMITED LIABILITY COMPANY</p> <p>600 E. LAS COLINAS BLVD., SUITE 700</p> <p>IRVING, TEXAS, 75039</p>

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
ROGUE RIVER NATURALS 	USPTO	<b>App</b> 86073449 <b>App</b> 24-SEP-2013	<b>Reg</b> 4694183 <b>Pub</b> 16-DEC-2014	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039
SIMPLY FRESH  SIMPLY FRESH	USPTO	<b>App</b> 86234535 <b>App</b> 27-MAR-2014	<b>Reg</b> 4823054 <b>Pub</b> 02-DEC-2014	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

Mark	Jurisdiction	App. No./Date	Reg. No./Date	Owner
SIMPLY FRESH  SIMPLY FRESH	USPTO	<b>App</b> 85778210  <b>App</b> 13-NOV-2012	<b>Reg</b> 4489406  <b>Pub</b> 23-APR-2013	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039
SUPPORTING NEIGHBORHOOD PET RETAILERS  	USPTO	<b>App</b> 85696148  <b>App</b> 06-AUG-2012	<b>Reg</b> 4351623  <b>Pub</b> 01-JAN-2013	ANIMAL SUPPLY COMPANY LLC  DELAWARE LIMITED LIABILITY COMPANY  600 E. LAS COLINAS BLVD., SUITE 700  IRVING, TEXAS, 75039

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]