

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776201

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gateway US Holdings, Inc.		12/16/2022	Corporation: DELAWARE
Orchard Hill Memorial Park, LLC		12/16/2022	Limited Liability Company: NEW JERSEY
Forget-Me-Not Pet Cremation, LLC		12/16/2022	Limited Liability Company: DELAWARE
Paws & Cherish - Florida, LLC		12/16/2022	Limited Liability Company: DELAWARE
Loving Hearts Pet Cremation Services, LLC		12/16/2022	Limited Liability Company: DELAWARE
Regency Pet, LLC		12/16/2022	Limited Liability Company: DELAWARE
Regency - Florence, LLC		12/16/2022	Limited Liability Company: DELAWARE
Pet and Animal Lovers Service, Inc.		12/16/2022	Corporation: ARIZONA
4283929 Delaware LLC		12/16/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Agent
Street Address:	200 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10166
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4791970	PAWPALS
Registration Number:	4810090	PAWPALS
Registration Number:	5845684	FORGET-ME-NOT
Registration Number:	4695074	PAWS & CHERISH
Registration Number:	4563495	LOVING HEARTS PET MEMORIAL SERVICES
Registration Number:	4583343	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6245251	R
Registration Number:	6245253	
Registration Number:	5729208	ARGOS PET CREMATIONS
Registration Number:	2414131	A SENSITIVE ALTERNATIVE
Registration Number:	4300473	BECAUSE THEY ARE OUR PALS.
Registration Number:	2120832	PALS PET & ANIMAL LOVERS SERVICE
Registration Number:	3221035	PALS PET & ANIMAL LOVERS SERVICE
Registration Number:	4947225	PET-A-FITS
Registration Number:	3786829	DECEASED PET CARE
Registration Number:	6791441	
Registration Number:	6791442	
Registration Number:	6842807	ETERNAL MEMORIES
Registration Number:	3550952	IT'S OK TO MISS THEM
Registration Number:	6824390	LEARNING BY GATEWAY
Registration Number:	5368187	PAWS & REMEMBER
Registration Number:	3513597	PAWS & REMEMBER
Registration Number:	3341295	PAWS & REMEMBER
Registration Number:	3509616	PAWS & REMEMBER
Registration Number:	6742895	PAWSETRACK
Registration Number:	6713135	PET COMPASSION CARELINE
Registration Number:	5669146	PET MEMORIAL SERVICES
Registration Number:	4957167	THE PET LOSS CENTER HONORING THE JOURNEY
Registration Number:	6836694	WEST COAST PET MEMORIAL SERVICES
Serial Number:	97145995	AGEE'S PET CREMATORIUM
Serial Number:	90039091	REGENCY
Serial Number:	97308433	GATEWAY BUILT ON TRUST
Serial Number:	90895285	
Serial Number:	90333125	
Serial Number:	97166777	PAW PRINTS PET CREMATORY
Serial Number:	97324780	PEACEFUL PETS AQUAMATION
Serial Number:	97146904	DIGNIFIED PET CARE

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

TRADEMARK

REEL: 007928 FRAME: 0873

Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	337968-375
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin brozovic/
DATE SIGNED:	12/23/2022

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 16, 2022 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each, a "Grantor" and collectively, the "Grantors") in favor of GOLUB CAPITAL LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of January 3, 2019, among GATEWAY US HOLDINGS, INC., a Delaware limited liability company (the "US Borrower"), GATEWAY SERVICES INC., an Ontario corporation (the "Canadian Borrower" and, together with the US Borrower, the "Borrowers"), the guarantors parties thereto, the Lenders party thereto and Golub Capital LLC, as Administrative Agent (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in compliance with the terms of the Credit Agreement, the Grantors entered into (including by way of joinder thereto) a Pledge and Security Agreement dated as of September 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between each of the Grantors, the other "Grantors" party thereto and the Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

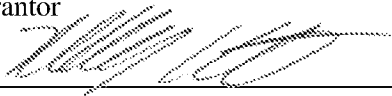
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GATEWAY US HOLDINGS, INC.
as a Grantor

By: 
Name: Kelly Clinton
Title: Vice President and Chief Executive Officer

ORCHARD HILL MEMORIAL PARK, LLC,
as a Grantor

By: _____
Name: Desmond Cartier
Title: Vice President, Finance

FORGET-ME-NOT PET CREMATION, LLC,
as a Grantor

By: _____
Name: Desmond Cartier
Title: Vice President, Finance

PAWS & CHERISH – FLORIDA, LLC,
as a Grantor

By: _____
Name: Desmond Cartier
Title: Vice President, Finance

LOVING HEARTS PET CREMATION SERVICES,
LLC, as a Grantor

By: _____
Name: Desmond Cartier
Title: Vice President, Finance

REGENCY PET, LLC,
as a Grantor

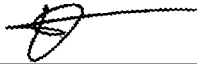
By: _____
Name: Desmond Cartier
Title: Vice President, Finance

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GATEWAY US HOLDINGS, INC.
as a Grantor

By: _____
Name: Kelly Clinton
Title: Vice President and Chief Operating Officer


ORCHARD HILL MEMORIAL PARK, LLC, as
a Grantor

By:  _____
Name: Desmond Cartier
Title: Vice President, Finance


FORGET-ME-NOT PET CREMATION, LLC,
as a Grantor

By:  _____
Name: Desmond Cartier
Title: Vice President, Finance

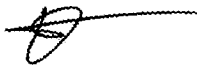
PAWS & CHERISH – FLORIDA, LLC,
as a Grantor

By:  _____
Name: Desmond Cartier
Title: Vice President, Finance


LOVING HEARTS PET CREMATION SERVICES,
LLC, as a Grantor

By:  _____
Name: Desmond Cartier
Title: Vice President, Finance

REGENCY PET, LLC,
as a Grantor

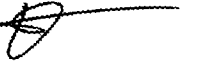
By:  _____
Name: Desmond Cartier
Title: Vice President, Finance

REGENCY – FLORENCE, LLC,
as a Grantor

By: 

Name: Desmond Cartier
Title: Vice President, Finance

PET AND ANIMAL LOVERS SERVICE, INC.,
as a Grantor

By: 

Name: Desmond Cartier
Title: Vice President, Finance

4283929 DELAWARE LLC,
as a Grantor

By: _____
Name: Kelly Clinton
Title: Vice President and Chief Operating Officer

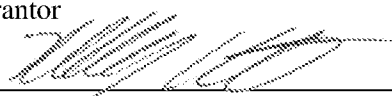
REGENCY – FLORENCE, LLC,
as a Grantor

By: _____
Name: Desmond Cartier
Title: Vice President, Finance

PET AND ANIMAL LOVERS SERVICE, INC.,
as a Grantor

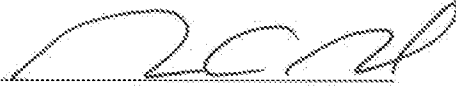
By: _____
Name: Desmond Cartier
Title: Vice President, Finance

4283929 DELAWARE LLC,
as a Grantor

By:  _____
Name: Kelly Clinton
Title: Vice President and Chief Executive Officer



Accepted and Agreed:




GOLUB CAPITAL LLC,
as Agent

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status</u>	<u>Serial/Registration No.</u>
Gateway US Holdings Inc.	AGEE'S PET CREMATORIUM and Design	Filing Date: 29-Nov-2021	LIVE	Ser No: 97/145,995
Gateway US Holdings Inc.	ANIMAL Design	Filing date: 27-Nov-2020	LIVE	Ser No: 2066583
Orchard Hill Memorial Park, LLC	PAWPALS (Word Mark)	Application Date: September 16, 2014 Registration Date: August 11, 2015	REGISTERED	Application: 86395812 Registration: 4791970
Orchard Hill Memorial Park, LLC	PAWPALS & DESIGN  (Design Mark)	Application Date: September 9, 2014 Registration Date: September 8, 2015	REGISTERED	Application: 86389804 Registration: 4810090
Forget-Me-Not Pet Cremation, LLC	FORGET-ME-NOT (Word Mark)	Application Date: April 3, 2019 Registration Date: August 27, 2019	REGISTERED	Application: 88369020 Registration: 5845684
Paws & Cherish -Florida, LLC	PAWS & CHERISH & DESIGN  (Design Mark)	Application Date: June 25, 2014 Registration Date: March 3, 2015	REGISTERED	Application: 86319733 Registration: 4695074
Loving Hearts Pet Cremation Services, LLC	LOVING HEARTS PET MEMORIAL SERVICES (Word Mark)	Application Date: November 15, 2013 Registration Date: July 8, 2014	REGISTERED	Application: 86119782 Registration: 4563495

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status</u>	<u>Serial/Registration No.</u>
Loving Hearts Pet Cremation Services, LLC	 (Design Mark)	Application Date: November 15, 2013 Registration Date: August 12, 2014	REGISTERED	Application: 86119816 Registration: 4583343
Regency Pet, LLC	R & DESIGN  (Design Mark)	Application Date: June 19, 2020 Registration Date: January 12, 2021	REGISTERED	Application: 90011390 Registration: 6245251
Regency Pet, LLC	 (Design Mark)	Application Date: June 19, 2020 Registration Date: January 12, 2021	REGISTERED	Application: 90011397 Registration: 6245253
Regency Pet, LLC	REGENCY (Word Mark)	Application Date: July 7, 2020	PENDING	Application: 90039091
BWMM Pet Cremations, LLC * Assignment to Regency – Florence, LLC has not been recorded at the USPTO	ARGOS PET CREMATIONS (Word Mark)	Application Date: January 27, 2018 Registration Date: April 16, 2019	REGISTERED	Application: 87773238 Registration: 5729208
Gateway US Holdings Inc.	A SENSITIVE ALTERNATIVE	Registration Date: 19-Dec-2000	LIVE	Reg No:2,414,131
Pet and Animal Lovers Service, Inc.	ARIZONA PET CREMATION	Registration Date: 26-Jan-2012	Registered	Reg No: 116047393
Pet and Animal Lovers Service, Inc.	AZ PET CREMATION	Registration Date: 26-Jan-2012	Registered	Reg No: 116047420
Pet and Animal Lovers Service, Inc.	BECAUSE THEY ARE OUR PALS	Registration Date: 13-Mar-2013	Registered	Reg No: 4300473

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status</u>	<u>Serial/ Registration No.</u>
Pet and Animal Lovers Service, Inc.	Helping you say goodbye	Registration Date: 25-Apr-2006	Registered	Reg No: 34,041,182
Pet and Animal Lovers Service, Inc.	PALS PET & ANIMAL LOVERS SERVICE	Registration Date: 16-Dec-1997	Registered	Reg No: 2120832
Pet and Animal Lovers Service, Inc.	PALS Pet & Animal LOVERS SERVICE - GRAPHIC	Registration Date: 27-Mar-2007	Registered	Reg No: 3221035
Pet and Animal Lovers Service, Inc.	Pet-A-Fits (Standard Character Mark)	Registration Date: 26-Apr-2016	Registered	Reg No: 4947225
Gateway US Holdings Inc.	DECEASED PET CARE	Registration Date: 11-May-2020	Registered	Reg No: 3,786,829
Gateway US Holdings Inc.	DIGNIFIED PET CARE	Application Date: 29-Nov-2021	Pending	App No: 97/146,904
Gateway US Holdings Inc.	Dignity Bag Logo	Registration Date: 12-Jul-2022	Registered	Reg No: 6,791,441
Gateway US Holdings Inc.	Dignity Bag Logo	Registration Date: 12-Jul-2022	Registered	Reg No: 6,791,442
Gateway US Holdings Inc.	Dignity Bag Logo	App Date: 20-Nov-2020	Pending	App No: 90/333,125
Gateway US Holdings Inc.	ETERNAL MEMORIES and Design	Registration Date: 13-Sep-2022	Registered	Reg No: 6,842,807
Gateway US Holdings Inc.	GATEWAY BUILT ON TRUST	Application Date: 11-Mar-2022	Pending	App No: 97/308,433
Gateway US Holdings Inc.	HEART AND PAW Logo	Application Date: 21-Aug-2021	Pending	App No: 90/895,285
Gateway US Holdings Inc.	IT'S OKAY TO MISS THEM	Registration Date: 23-Dec-2008	Registered	Reg No: 3,550,952
Gateway US Holdings Inc.	LEARNING BY GATEWAY and design	Registration Date: 23-Aug-2022	Registered	Reg No: 6,824,390

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status</u>	<u>Serial/ Registration No.</u>
Gateway US Holdings Inc.	PAW PRINTS PET CEMETERY logo	Application Date: 10-Dec-2021	Pending	App No: 97/166,777
Gateway US Holdings Inc.	PAWS & REMEMBER	Registration Date: 02-Jan-2018	Registered	Reg No: 5,368,187
Gateway US Holdings Inc.	PAWS & REMEMBER	Registration Date: 07-Oct-2008	Registered	Reg No: 3,513,597
Gateway US Holdings Inc.	PAWS & REMEMBER and design	Registration Date: 20-Nov-2007	Registered	Reg No: 3,341,295
Gateway US Holdings Inc.	PAWS & REMEMBER and design	Registration Date: 30-Sep-2008	Registered	Reg No: 3,509,616
Gateway US Holdings Inc.	PAWSeTRACK and design	Registration Date: 31-May-2022	Registered	Reg No: 6,742,895
Gateway US Holdings Inc.	PEACEFUL PETS AQUAMATION (Stylized)	Application Date: 22-Mar-2022	Pending	App No: 97/324,780
Gateway US Holdings Inc.	PET COMPASSION CARELINE (and Design)	Registration Date: 26-Apr-2022	Registered	Reg No: 6,713,135
Gateway US Holdings Inc.	PET MEMORIAL SERVICES (stylized and/or with design)	Registration Date: 05-Feb-2019	Registered	Reg No: 5,669,146
Gateway US Holdings Inc.	THE PET LOSS CENTER HONORING THE JOURNEY and Design	Registration Date: 10-May-2016	Registered	Reg No: 4,957,167
Gateway US Holdings Inc.	WEST COAST PET MEMORIAL SERVICES and Design	Registration Date: 06-Sep-2022	Registered	Reg No: 6,836,694

Note: The trademarks in the name of Pet and Animal Lovers Service, Inc. will be transferred to 4283929 Delaware LLC post-closing.