

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAPTETS, LLC		12/29/2022	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	MULTIPLIER CAPITAL III, LP		
Street Address:	1920 L STREET NW		
Internal Address:	SUITE 520		
City:	WASHINGTON		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Serial Number:	97632076	TREAT MEOW	
Serial Number:	97272093	XOXOS	
Serial Number:	97259244	IRRESIST-A-BOWLS	
Registration Number:	6065192	HAIR MEOW'T HEARTIES	
Registration Number:	6065191	MEOW & ZEN HEARTIES	
Registration Number:	6030943	STIR MIX-A-LITTLE	
Registration Number:	5820186	"I AND LOVE AND YOU."	
Registration Number:	5820185	I AND LOVE AND YOU	
Registration Number:	5741821	NINJA CAT JIU JIT STEW	
Registration Number:	5741820	DOUBLE DOG DEER MOO	
Registration Number:	5741818	FARM TO SEA FEAST	
Registration Number:	5741817	BAAAD MOOOON ON THE RISE	
Registration Number:	5741816	FLEW THE COOP	
Registration Number:	5741809	PÂTÉ ALL DAY	
Registration Number:	5741808	FEED MEOW	
Registration Number:	5741649	TOP THAT	
Registration Number:	5675324	COW BOOM!	
Registration Number:	5675046	SALMON CHANTED EVENING	
		TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	5835789	BAKED & SAUCY
Registration Number:	5687479	STIR AND BOOM
Registration Number:	5687478	NUDE SUPER FOOD
Registration Number:	5579530	EAR CANDY
Registration Number:	5570560	FRESH ALL ROVER
Registration Number:	5493650	BEEF, RIGHT MEOW!
Registration Number:	5476542	LOVE ME FOR LIFE
Registration Number:	5466158	LOVINGLY SIMPLE
Registration Number:	5446833	NO STINK! FREE RANGER
Registration Number:	5428495	BEEF BOOYAH
Registration Number:	5418337	OH MY COD!
Registration Number:	5417502	FREE RANGER
Registration Number:	5409005	HIP HOPPIN' HEARTIES
Registration Number:	5409004	SUPER SMARTY HEARTIES
Registration Number:	4964582	POULTRY A PLENTY
Registration Number:	5088188	LAMBARAMA
Registration Number:	5060956	TUNA FINTASTIC
Registration Number:	5088183	CHICKY-DA-LISH
Registration Number:	5052988	POULTRY PALOOZA
Registration Number:	5060888	CHICKEN ME OUT
Registration Number:	5033508	SAVORY SALMON
Registration Number:	4941485	SIMPLY SEA
Registration Number:	4929106	NAKED ESSENTIALS
Registration Number:	4889622	NICE JERKY
Registration Number:	4742218	"I AND LOVE AND YOU"
Registration Number:	5039753	NUDE FOOD
Registration Number:	4977827	HOT LICKETY LAMB
Registration Number:	4974732	HAPPY TUMMEEZ
Registration Number:	4299085	I AND LOVE AND YOU

CORRESPONDENCE DATA

Fax Number: 4048853900

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: 4048853868

Email: rusty.close@troutman.com

Correspondent Name: CHRISTOPHER CLOSE

Address Line 1: TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	251096.000033
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	01/02/2023

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 29, 2022 by and between **MULTIPLIER CAPITAL III, LP** (“Multiplier”) and **NATPETS, LLC**, a Colorado limited liability company and **ILY HOLDINGS, LLC**, a Delaware limited liability company (jointly and severally, individually and collectively, “Grantor”), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated December 29, 2022 (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy

of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

2207 Central Ave
Boulder, Colorado 80301

Natpets, LLC, a Colorado limited liability company

By: [Signature]
Name: [Signature]
Title: [Signature]

II.Y Holdings, LLC, a Delaware limited liability company

By: [Signature]
Name: [Signature]
Title: [Signature]

Address of Multiplier:

1900 L Street NW, Suite 520
Washington, DC 20036

Multiplier Capital III, LP
By: Multiplier Capital III GP, LLC,
Its General Partner

By: _____
Name: _____
Title: _____

TRADEMARK

REEL: 007936 FRAME: 0369

Address of Grantor:
2207 Central Ave
Boulder, Colorado 80301

Natpets, LLC, a Colorado limited liability company

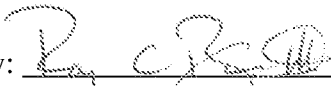
By: _____
Name: _____
Title: _____

ILY Holdings, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Address of Multiplier:
1900 L Street NW, Suite 520
Washington, DC 20036

Multiplier Capital III, LP
By: Multiplier Capital III GP, LLC,
Its General Partner

By:  _____
Name: Ray Boone
Title: Managing Member

SCHEDULE A

Trademarks

Grantor	Description	Serial Number	Registration Number
NATPETS, LLC	TREAT MEOW	97/632,076 (10/14/2022)	
NATPETS, LLC	XOXOS (& design)	97/272,093 (02/17/2022)	
NATPETS, LLC	IRRESIST-A-BOWLS	97/259,244 (02/09/2022)	
NATPETS, LLC	HAIR MEOW'T HEARTIES		6,065,192 (05/26/2020)
NATPETS, LLC	MEOW & ZEN HEARTIES		6,065,191 (05/26/2020)
NATPETS, LLC	STIR MIX-A-LITTLE		6,030,943 (04/07/2020)
NATPETS, LLC	"I AND LOVE AND YOU." (& design)		5,820,186 (07/30/2019)

Grantor	Description	Serial Number	Registration Number
NATPETS, LLC	I AND LOVE AND YOU		5,820,185 (07/30/2019)
NATPETS, LLC	NINJA CAT JIU JIT STEW		5,741,821 (04/30/2019)
NATPETS, LLC	DOUBLE DOG DEER MOO		5,741,820 (04/30/2019)
NATPETS, LLC	FARM TO SEA FEAST		5,741,818 (04/30/2019)
NATPETS, LLC	BAAAD MOOOON ON THE RISE		5,741,817 (04/30/2019)
NATPETS, LLC	FLEW THE COOP		5,741,816 (04/30/2019)
NATPETS, LLC	PÂTÉ ALL DAY		5,741,809 (04/30/2019)
NATPETS, LLC	FEED MEOW		5,741,808 (04/30/2019)

Grantor	Description	Serial Number	Registration Number
NATPETS, LLC	TOP THAT		5,741,649 (04/30/2019)
NATPETS, LLC	COW BOOM!		5,675,324 (02/12/2019)
NATPETS, LLC	SALMON CHANTED EVENING		5,675,046 (02/12/2019)
NATPETS, LLC	BAKED & SAUCY		5,835,789 (08/13/2019)
NATPETS, LLC	STIR AND BOOM		5,687,479 (02/26/2019)
NATPETS, LLC	NUDE SUPER FOOD		5,687,478 (02/26/2019)
NATPETS, LLC	EAR CANDY		5,579,530 (10/09/2018)
NATPETS, LLC	FRESH ALL ROVER		5,570,560 (09/25/2018)

Grantor	Description	Serial Number	Registration Number
NATPETS, LLC	BEEF, RIGHT MEOW!		5,493,650 (06/12/2018)
NATPETS, LLC	LOVE ME FOR LIFE		5,476,542 (05/22/2018)
NATPETS, LLC	LOVINGLY SIMPLE		5,466,158 (05/08/2018)
NATPETS, LLC	NO STINK! FREE RANGER		5,446,833 (04/17/2018)
NATPETS, LLC	BEEF BOOYAH		5,428,495 (03/20/2018)
NATPETS, LLC	OH MY COD!		5,418,337 (03/06/2018)
NATPETS, LLC	FREE RANGER		5,417,502 (03/06/2018)
NATPETS, LLC	HIP HOPPIN' HEARTIES		5,409,005 (02/20/2018)

Grantor	Description	Serial Number	Registration Number
NATPETS, LLC	SUPER SMARTY HEARTIES		5,409,004 (02/20/2018)
NATPETS, LLC	POULTRY A PLENTY		4,964,582 (05/24/2016)
NATPETS, LLC	LAMBARAMA		5,088,188 (11/22/2016)
NATPETS, LLC	TUNA FINTASTIC		5,060,956 (10/11/2016)
NATPETS, LLC	CHICKY-DA-LISH		5,088,183 (11/22/2016)
NATPETS, LLC	POULTRY PALOOZA		5,052,988 (10/04/2016)
NATPETS, LLC	CHICKEN ME OUT		5,060,888 (10/11/2016)
NATPETS, LLC	SAVORY SALMON		5,033,508 (08/30/2016)

Grantor	Description	Serial Number	Registration Number
NATPETS, LLC	SIMPLY SEA		4,941,485 (04/19/2016)
NATPETS, LLC	NAKED ESSENTIALS		4,929,106 (03/29/2016)
NATPETS, LLC	NICE JERKY		4,889,622 (01/19/2016)
NATPETS, LLC	“I AND LOVE AND YOU” (& design)		4,742,218 (05/26/2015)
NATPETS, LLC	NUDE FOOD		5,039,753 (09/13/2016)
NATPETS, LLC	HOT LICKETY LAMB		4,977,827 (06/14/2016)
NATPETS, LLC	HAPPY TUMMEEZ		4,974,732 (06/07/2016)
NATPETS, LLC	I AND LOVE AND YOU		4,299,085 (03/05/2013)

SCHEDULE B

Patents and Patent Applications

None.

SCHEDULE C

Copyrights Registered with the United States Copyright Office

None.