

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM779639

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Breuer Premium Pet Food Company, Inc.		01/04/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	One East Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6557194	CHICKEN MUNCHIES	
<b>Registration Number:</b>	6740910	WHAT THE PUP	
<b>Registration Number:</b>	6570934	YAM YUMS	
<b>Serial Number:</b>	88282425	SPOT & TANGO	
<b>Serial Number:</b>	88780482	UNKIBBLE	
<b>Serial Number:</b>	97523790	SPOT & TANGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1861080		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		

OP \$165.00 6557194

<b>SIGNATURE:</b>	/Yvette Stohler/
<b>DATE SIGNED:</b>	01/10/2023
<b>Total Attachments: 6</b> source=Bridge Bank - Spot Tango - AR IPSA 12-22#page1.tif source=Bridge Bank - Spot Tango - AR IPSA 12-22#page2.tif source=Bridge Bank - Spot Tango - AR IPSA 12-22#page3.tif source=Bridge Bank - Spot Tango - AR IPSA 12-22#page4.tif source=Bridge Bank - Spot Tango - AR IPSA 12-22#page5.tif source=Bridge Bank - Spot Tango - AR IPSA 12-22#page6.tif	

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 4, 2023 (the "**Agreement**") between WESTERN ALLIANCE BANK, an Arizona corporation ("**Lender**") and BREUER PREMIUM PET FOOD COMPANY, INC., a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of June 13, 2022 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

This Agreement amends and restates, without novation, that certain Intellectual Property Security Agreement, dated as of June 13, 2022, between Grantor and Lender, which was originally recorded with the US Patent and Trademark Office on June 15, 2022 at Reel and Frame Numbers 7752/0825.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**BREUER PREMIUM PET FOOD COMPANY, INC.,**  
a Delaware corporation

By: DocuSigned by:  
*Russell Breuer*  
A997B20FC183485

Name: Russell Breuer

Title: Chief Executive Officer

Address for Notices:

BREUER PREMIUM PET FOOD  
COMPANY, INC.  
91 Long Ridge Road  
Bedford, NY 10506  
Attn: Russell Breuer  
Email: russell@spotandtango.com

**BANK:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

By: DocuSigned by:  
Dave Dailey  
854CF1F38292418

Name: Dave Dailey

Title: Senior Director

Address for Notices:

WESTERN ALLIANCE BANK  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
Attn: Legal Department  
Email: lbrent@bridgebank.com

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
CHICKEN MUNCHIES	90362997	6557194	JANUARY 6, 2015
SPOT & TANGO	88282425	PENDING PUBLICATION	JANUARY 30, 2019
UNKIBBLE	88780482	PENDING PUBLICATION	JANUARY 31, 2020
WHAT THE PUP	90471894	6740910	JANUARY 18, 2021
YAM YUMS	90363003	6570934	DECEMBER 7, 2020
SPOT & TANGO	97523790	--	JULY 28, 2022

**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>