

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perfection Pet Foods, LLC		02/28/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87562692		
Serial Number:	87562698		
Serial Number:	87334174	EPIC	
Serial Number:	87381694	GOURMADE	
Registration Number:	3265897	MIXABLES	
Serial Number:	87579232	NOVEL	
Serial Number:	87381684	OPEN PET	
Serial Number:	87381640	OPET	
Registration Number:	5282029	SIMPLY PERFECTION	
Serial Number:	87562633	SIMPLY PERFECTION	
Registration Number:	3102422	VARIETY PET FOODS	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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>			
Phone:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		

CH \$290.00 87562692

Address Line 4:	Washington, D.C. 20004
ATTORNEY DOCKET NUMBER:	058438.08.0936
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	03/08/2023
Total Attachments: 7 source=Trademark Security Agreement - WFB - Perfection Pet Foods, LLC (executed)#page1.tif source=Trademark Security Agreement - WFB - Perfection Pet Foods, LLC (executed)#page2.tif source=Trademark Security Agreement - WFB - Perfection Pet Foods, LLC (executed)#page3.tif source=Trademark Security Agreement - WFB - Perfection Pet Foods, LLC (executed)#page4.tif source=Trademark Security Agreement - WFB - Perfection Pet Foods, LLC (executed)#page5.tif source=Trademark Security Agreement - WFB - Perfection Pet Foods, LLC (executed)#page6.tif source=Trademark Security Agreement - WFB - Perfection Pet Foods, LLC (executed)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28 th day of February, 2023, by and between the Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and between the Grantor and Secured Party, the Secured Party has agreed to make certain financial accommodations available to Borrowers (as defined in the Credit Agreement) from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Party is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Secured Party that certain Security Agreement, of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Secured Party 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, 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 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 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

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

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

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

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 Intellectual Property License.

3. 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 to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademark, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be 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. Secured Party reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement..


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISIONS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[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:

PERFECTION PET FOODS, LLC

By: 
Name: Stephen Puerner
Title: Sr. Director Finance & Accounting

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK
REEL: 007996 FRAME: 0904**

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:

PERFECTION PET FOODS, LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

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

By:  _____
Name: Ernest Thai
Title: Authorized Signatory



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK
REEL: 007996 FRAME: 0905**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>
Design (Cat) 	United States of America	Published	87/562,692	8/9/2017	
Design (Dog) 	United States of America	Published	87/562,698	8/9/2017	
EPIC	United States of America	Application Allowed	87/334,174	2/13/2017	
GOURMADE	United States of America	Application Allowed	87/381,694	3/22/2017	
MIXABLES	United States of America	Registered/Granted	78/572,181	2/22/2005	3,265,897
NOVEL	United States of America	Published	87/579,232	8/22/2017	
OPEN PET	United States of America	Application Allowed	87/381,684	3/22/2017	
OPET	United States of America	Application Allowed	87/381,640	3/22/2017	
SIMPLY PERFECTION	United States of America	Registered/Granted	86/901,702	2/9/2016	5,282,029
SIMPLY PERFECTION	United States of America	Published	87/562,633	8/9/2017	
VARIETY PET FOODS	United States of America	Registered/Granted	78/562,060	2/7/2005	3,102,422

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RECORDED: 03/08/2023

**TRADEMARK
REEL: 007996 FRAME: 0907**