

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM793534

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF MONTREAL, as Agent		03/08/2023	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red Collar Pet Foods, Inc.		
<b>Street Address:</b>	1550 W. McEwen Drive		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2815161	BARK N BAC'N	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295817		
<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>	8888295819		
<b>Email:</b>	john.cunningham@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 S. LaSalle		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer		
<b>SIGNATURE:</b>	/Gregory T. Pealer/		
<b>DATE SIGNED:</b>	03/10/2023		
<b>Total Attachments: 4</b>			
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OP \$40.00 2815161



## PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS dated March 8, 2023 (this "*Partial Release*") by BANK OF MONTREAL ("*BMO*"), with its mailing address at 320 South Canal Street, Chicago, Illinois 60606, acting as administrative agent hereunder for the Secured Creditors as defined in the Trademark Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as "*Agent*"), in favor of Debtor (as defined below);

### WITNESSETH:

WHEREAS, Red Collar Pet Foods, Inc., a Delaware corporation ("*Debtor*"), with its mailing address at 1550 W. McEwen Drive, Suite 250, Franklin, Tennessee 37067, and Agent were parties to a certain Trademark Collateral Agreement dated October 6, 2022 between Debtor and Agent which was recorded in the United States Patent and Trademark Office on October 6, 2022 at Reel 007861, Frame 0231 (the "*Trademark Agreement*"), pursuant to which Debtor granted to Agent a security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached thereto and certain other property (collectively, the "*Trademark Property*"); and

WHEREAS, the Debtor intends to sell one (1) trademark and has requested that the Agent release its security interest in the trademark named "BARK N BAC'N" under registration number 2815161 registered on February 17, 2004 (the "*BARK N BAC'N Trademark*"), and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Agent, for itself and for the Secured Creditors, hereby (a) terminates the liens and security interest created under the Trademark Agreement in the BARK N BAC'N Trademark, and (b) releases its security interests in, without any representation, warranty, recourse or undertaking by Agent all of its right, title and interest, if any, in and to the BARK N BAC'N Trademark, including without the right to sue for past, present or future infringement thereof, and the goodwill of the business associated with such trademarks.

*It is expressly understood and agreed that this Partial Release is in no way to operate to discharge the lien of any other trademark, trademark registration, trademark application, or trademark license set forth in the Trademark Agreement, or any supplements or amendments thereto, but it is only to release the trademark particularly described herein and none other; and that the remaining or unreleased trademarks, trademark registrations, trademark applications, and trademark licenses described in the Trademark Agreement, or in any supplements or amendments thereto, shall remain as security for the payment and performance of the Secured Obligations.*

Agent acknowledges that this Partial Release may be filed along with other necessary documentation with the United States Patent and Trademark Office or any other appropriate governmental office to evidence the release granted herein.

This Partial Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Remainder of Page Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, Agent has caused this Partial Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Agent

By   
Name: Betzaida Erdelyi  
Its: Managing Director

Signature Page to Partial Release of Security Interest in Trademarks