

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM798248

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SIRIUS PAWZ OPCO, LLC		03/27/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hayfin Services LLP, as Collateral Agent		
<b>Street Address:</b>	One Eagle Place		
<b>City:</b>	London		
<b>State/Country:</b>	GREAT BRITAIN		
<b>Postal Code:</b>	SW1Y 6AF		
<b>Entity Type:</b>	Limited Liability Partnership: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6201984	REMOVES THE STREET FROM YOUR DOG'S FEET	
<b>Registration Number:</b>	6054278	SANIPAW	
<b>Registration Number:</b>	5280282	YOUR DOG'S GOOD HEALTH STARTS WITH CLEAN	
<b>Registration Number:</b>	4992307	MAX WAX	
<b>Registration Number:</b>	4072923	1Z COAT	
<b>Registration Number:</b>	4415813	SAFESPOT	
<b>Registration Number:</b>	4418958	PROTEX PAWZ	
<b>Registration Number:</b>	3894874	1Z	
<b>Registration Number:</b>	3869700	BEST IN SNOW	
<b>Registration Number:</b>	3917438	PROTEX PAWZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147467777		
<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>	2147467700		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Angela Estrada		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	200 Crescent Court, Suite 300		

CH \$265.00 6201984

<b>Address Line 4:</b>	Dallas, TEXAS 75201-6950
<b>ATTORNEY DOCKET NUMBER:</b>	A. Estrada -(51889.0029)
<b>NAME OF SUBMITTER:</b>	Angela Estrada
<b>SIGNATURE:</b>	/Angela Estrada/
<b>DATE SIGNED:</b>	03/28/2023

**Total Attachments: 6**

source=Monolith.Pawz Joinder - Trademark Security Agreement (Sirius Pawz Opco LLC) (Term Loan)  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2023, is made by SIRIUS PAWZ OPCO, LLC, a Delaware limited liability company (the “Grantor”), in favor of HAYFIN SERVICES LLP (“Hayfin”), as collateral agent for the Lenders and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

### Introductory Statement

WHEREAS, pursuant to the Loan Agreement, dated as of April 14, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”) among, *inter alios*, MONOLITH BRANDS, LLC, a Delaware limited liability company (the “Borrower”), MONOLITH BRANDS HOLDCO, LLC, a Delaware limited liability company (“Holdings”), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and Hayfin, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) and as the Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors, among others, are party to a Guaranty and Security Agreement, dated as of April 14, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Administrative Agent and the Collateral Agent to act in their respective agency capacities thereunder, and intending to be legally bound, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Lenders and the other Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or the Loan Agreement, as the context may require.

Section 2. Grant of Security Interest in 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 the Secured Obligations, the Grantor hereby unconditionally pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and hereby grants the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in all of the Grantor’s right, title and interest in, to and under the following property of the Grantor, whether now owned or at any time hereafter acquired by the Grantor or

in which the Grantor now has or at any time in the future may acquire any right, title or interest (the "Trademark Collateral"):

(a) all of its trademarks, trade names, trademark rights in corporate names, business names or fictitious business names, trade styles, service marks, logos and other source or business identifiers (whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1 hereof;

(b) the right to obtain all extensions and renewals thereof; and

(c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, "Trademark Collateral" shall not include (and no security interest or Lien shall be granted hereunder in) any trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such trademark unless and until evidence of use of such trademark has been filed with and duly accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et sq.) (but only until such evidence of use is filed with and accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of the Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty 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 Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Authorization to Supplement. Subject to the terms of this Trademark Security Agreement, the Grantor hereby authorizes the Collateral Agent to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

Section 5. Counterparts. Any number of counterparts of this Trademark Security Agreement, including facsimiles and other electronic copies, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. This Trademark

Security Agreement may be transmitted and signed and delivered by facsimile or other electronic means. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all parties.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. THE GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF THE LOAN AGREEMENT (“JURISDICTION; VENUE; SERVICE OF PROCESS; JURY TRIAL WAIVER; JUDICIAL FORECLOSURE AND OTHER ACTIONS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

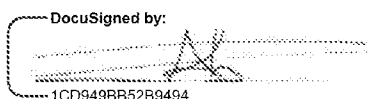
Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

Section 9. RECORDATION. THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

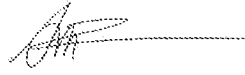
**SIRIUS PAWZ OPCO, LLC**, a Delaware limited liability company, as the Grantor

By:   
Name: Pierre Abousleiman  
Title: CO-CEO

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008020 FRAME: 0692**

**HAYFIN SERVICES LLP**, as the Collateral  
Agent

By:   
Name: Stephen Bourne  
Title: Designated Member

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
REMOVES THE STREET FROM YOUR DOG'S FEET	6201984	11/17/2020
SANIPAW	6054278	5/12/2020
YOUR DOG'S GOOD HEALTH STARTS WITH CLEAN PAWS.	5280282	9/5/2017
MAX WAX	4992307	7/5/2016
1Z COAT	4072923	12/20/2011
SAFESPOT	4415813	10/8/2013
PROTEX PAWZ	4418958	10/15/2013
1Z	3894874	12/21/2010
BEST IN SNOW	3869700	11/2/2010
PROTEX PAWZ	3917438	2/8/2011

2. TRADEMARK APPLICATIONS

None.