

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NPM Franchising, LLC		10/21/2022	Limited Liability Company: WASHINGTON
Pet Pros, LLC		10/21/2022	Limited Liability Company: WASHINGTON
Groombar, LLC		10/21/2022	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	320 S. Canal St., Floor 15		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4589789		
Registration Number:	6607370		
Registration Number:	4795684		
Registration Number:	2645740	DOGGIE TUNEUP	
Serial Number:	86816326	GLOBAL CLIMATE CHANGE PET FOOD	
Serial Number:	74691315	KATIE'S PETVILLE USA	
Serial Number:	74691316	KATIE'S PETVILLE USA WHERE ANIMALS COMEF	
Registration Number:	3905457	MEATY CHEW EM'S	
Registration Number:	4360187	PET DEPOT · NATURAL · PET FOOD · HEADQUA	
Registration Number:	6384019	NATURAL PET FOOD HEADQUARTERS	
Registration Number:	2807354	PET DEPOT	
Serial Number:	76363283	PET DEPOT.	
Registration Number:	6772660	PET DEPOT	
Registration Number:	2888752	PET DEPOT	
Registration Number:	5608867	PROACTIVE HEALTHCARE FOR PETS	

CH \$590.00 4589789

Property Type	Number	Word Mark
Serial Number:	75124071	THERMAL SELECT
Registration Number:	4126627	UPGRADE YOUR PET'S LIFE
Registration Number:	2434144	WALT'S CLASSIC
Serial Number:	75116496	WALT'S CLASSIC
Registration Number:	2441188	WALT'S PREMIUM
Registration Number:	2435041	WHERE ANIMALS COME FIRST!
Registration Number:	2329527	WHERE ANIMALS COME FIRST
Registration Number:	5045451	WHERE PETS COME FIRST!

CORRESPONDENCE DATA

Fax Number: 3129774405
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: 312-977-4400
Email: tefiester@nixonpeabody.com
Correspondent Name: Elizabeth W. Baio
Address Line 1: 70 W. Madison Street, Suite 5200
Address Line 2: Nixon Peabody LLP
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	295026-25
NAME OF SUBMITTER:	Elizabeth W. Baio
SIGNATURE:	/Elizabeth W. Baio/
DATE SIGNED:	04/04/2023

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is made as of this 21st day of October, 2022 by NPM Franchising, LLC, a Washington limited liability company (“*NPM*”), Pet Pros, LLC, a Washington limited liability company (“*Pet Pros*”) and Groombar, LLC, a Washington limited liability company (“*Groombar*”, and together with NPM and Pet Pros, collectively, the “*Grantors*” and each, a “*Grantor*”), in favor of BMO Harris Bank N.A. (“*Bank*”).

W I T N E S S E T H

WHEREAS, Grantors and Bank are parties to that certain Credit Agreement dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the “*Credit Agreement*”) providing for the extensions of credit to be made to Grantors by Bank; and

WHEREAS, to secure the complete and timely payment and satisfaction of the Obligations (as defined in the Credit Agreement), and any other indebtedness, obligations and liabilities of whatsoever kind and nature of the Grantors (whether arising before or after the filing of a petition in bankruptcy), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced or acquired, and whether several, joint or joint and several, and any and all expenses and charges, legal or otherwise, suffered or incurred by Bank in collecting or enforcing any of such indebtedness, obligations or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (the “*Secured Obligations*”), pursuant to that certain Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) Grantors have granted to Bank, for its benefit and the benefit of Bank, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter created, acquired, or arising software, patents, trademarks, tradestyles, copyrights, and all other intellectual property rights, including all applications, registration, and licenses therefor, and all goodwill of the business connected therewith or represented thereby and all products and proceeds thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Bank, for the benefit of itself, and hereby reaffirms its grant under the Security Agreement, of a continuing first priority and perfected security interest in all of such Grantor’s rights, title and interests in and to

the following property of such Grantor, whether now owned or existing or hereafter created, acquired or arising:

(i) all United States and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by such Grantor, all applications, registrations and recordings for any of the foregoing including, but not limited to: (a) the applications, registrations and recordings thereof, including, without limitation, those referred to in Schedule 1 hereto; (b) all reissues, extensions or renewals of any of the foregoing; (c) all goodwill of the business symbolized by the foregoing; (d) all customer lists, formulae and other records of such Grantor relating to the distribution of products and services in connection with which any of the foregoing are used; (e) the right to sue for all past, present and future infringements of any of the foregoing; and (f) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "*Trademarks*");

(ii) all United States and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, and applications, registrations and recordings for any of the foregoing, including, but not limited to: (a) each patent and patent application referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof; (c) the right to sue for all past, present and future infringements of any of the foregoing; and (d) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "*Patents*");

(iii) all United States and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by such Grantor, and, with respect to any and all of the foregoing: (a) all applications, registrations and recordings for any of the foregoing including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof; (c) the right to sue for all past, present and future infringements of any of the foregoing; and (d) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "*Copyrights*"); and

(iv) all products and proceeds of any Trademarks, Patents or Copyrights and any and all proceeds of the foregoing described in this Section 2.

3. Covenants. Except as otherwise permitted under the Credit Agreement or the other Loan Documents, no Grantor shall sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Bank.

4. Representations and Warranties; New Trademarks, Patents and Copyrights. Grantors hereby represent and warrant that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks and trademark applications registered with the United States Patent and Trademark Office (other than any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed)), copyrights and copyright applications registered with the United States Copyright Office, and patents and patent applications registered with the United States Patent and Trademark Office, owned or registered to each Grantor under the laws of the United States of America as of the date of this Agreement. If, before the Secured Obligations are paid in full or before the Credit Agreement and other Loan Documents have been terminated, any Grantor (a) becomes aware of any existing Trademark, Copyright or Patents of which such Grantor has not previously informed Bank or (ii) becomes entitled to the benefit of any Trademark, Copyright or Patents which benefit is not in existence on the date hereof, then the provisions of this Agreement will automatically apply thereto and such Grantor shall give to Bank prompt written notice thereof. Grantors hereby authorize Bank to modify this Agreement by amending Schedule 1 hereto to include any such Trademark, Copyright or Patent and to file a duplicate original of this Agreement containing the amended Schedule.

5. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by electronic transmission shall bind the parties hereto.

7. Governing Law; Jurisdiction; Venue. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Illinois, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. **THE PROVISIONS OF SECTIONS 9.17 and 9.18 OF THE CREDIT AGREEMENT SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS*.**

[Signatures to appear on following page]

IN WITNESS WHEREOF, the Debtors have caused this Security Agreement to be duly executed and delivered, as of the date and year first above written.

DEBTORS:

EARTHWISE HOLDINGS LLC

By: _____

Name: Michael Seitz

Title: Manager

NPM FRANCHISING, LLC

By: _____

Name: Michael Seitz

Title: CEO

PET PROS, LLC

By: Sabino Arredondo

Name: Sabino Arredondo

Title: Manager

GROOMBAR, LLC

By: NPM Franchising, LLC, its sole Member

By: _____

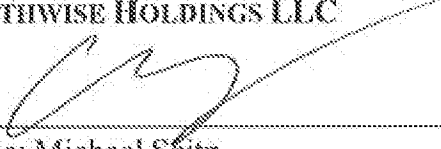
Name: Michael Seitz

Title: CEO

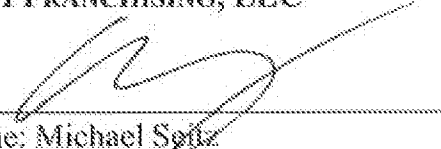
IN WITNESS WHEREOF, the Debtors have caused this Security Agreement to be duly executed and delivered, as of the date and year first above written.

DEBTORS:

EARTHWISE HOLDINGS LLC

By: 
Name: Michael Seitz
Title: Manager

NPM FRANCHISING, LLC

By: 
Name: Michael Seitz
Title: CEO

PET PROS, LLC

By: _____
Name: Sabino Arredondo
Title: Manager

GROOMBAR, LLC

By: NPM Franchising, LLC, its sole Member

By: 
Name: Michael Seitz
Title: CEO

AGREED TO AND ACKNOWLEDGED:

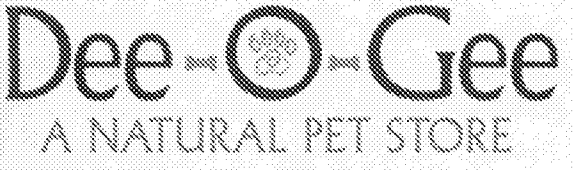
BMO HARRIS BANK, N.A.,








By: *[Signature]*
Name: *William K...*
Title: *Admin Officer*







SCHEDULE 1




Trademarks

Description of Intellectual Property	Registration Number	Date of Registration	Country of Registration
WHERE EVERYDAY IS A DOG DAY WHERE EVERYDAY IS A DOG DAY	6047668	May 5, 2020	US
DEE-O-GEE DEE-O-GEE	6046616	May 5, 2020	US
FUREVER NATURALS FUREVER NATURALS	6555547	November 9, 2021	US
EARTHWISE EARTHWISE	6203033	November 24, 2020	US
EARTHWISE	6555502	November 9, 2021	US
NATURE'S PET NATURE'S PET	6236131	January 5, 2021	US
FURKIDS FURKIDS	6555480	November 9, 2021	US
DEE-O-GEE WHERE EVERYDAY IS A DOG DAY 	4981750	June 21, 2016	US
EARTHWISE PET EARTHWISE PET	4635752	November 11, 2014	US
EARTHWISE PET SUPPLY	4739287	May 19, 2015	US

EARTHWISE PET SUPPLY			
DEE-O-GEE A NATURAL PET STORE			
	3598332	March 31, 2019	US

Mark	Country	App/Reg #	Status
	Canada	2126037	Filed
NATURAL PET FOOD HEADQUARTERS	Canada	2064668	Filed
	Canada	TMA762328	Registered
PET DEPOT	Canada	TMA744221	Registered
	China	6349958	Registered
	China	6349960	Registered
PET DEPOT	China	6349957	Registered
PET DEPOT	China	6349959	Registered
PET DEPOT	Ecuador	2022-44229	Filed
PET DEPOT	European Union	18661826	Registered
PET DEPOT	European Union	4642914	Registered
	Mexico	2335074	Registered
	Mexico	2335070	Registered
	Mexico	2335075	Registered

Mark	Country	App/Reg #	Status
	Mexico	1312811	Registered
	Mexico	1312810	Registered
PET DEPOT	Mexico	2335077	Registered
PET DEPOT	Mexico	2335076	Registered
PET DEPOT	Mexico	2335078	Registered
PET DEPOT	Mexico	1274719	Cancelled
PET DEPOT	Mexico	1461758	Cancelled
PET DEPOT	Peru	141132	Registered
PET DEPOT	United Kingdom	UK00904642914	Registered
	United States	4589789	Cancelled
	United States	6607370	Registered
	United States	4795684	Registered
	United States	4795684	Registered
DOGGIE TUNEUP	United States	2645740	Registered
GLOBAL CLIMATE CHANGE PET FOOD	United States	86816326	Abandoned
KATIE'S PETVILLE USA	United States	74691315	Abandoned
KATIE'S PETVILLE USA WHERE ANIMALS COMEFIRST	United States	74691316	Abandoned
MEATY CHEW EM'S	United States	3905457	Cancelled

Mark	Country	App/Reg #	Status
	United States	4360187	Cancelled
NATURAL PET FOOD HEADQUARTERS	United States	6384019	Registered
	United States	2807354	Registered
	United States	76363283	Abandoned
PET DEPOT	United States	6772660	Registered
PET DEPOT	United States	2888752	Registered
PROACTIVE HEALTHCARE FOR PETS	United States	5608867	Registered
THERMAL SELECT	United States	75124071	Abandoned
UPGRADE YOUR PET'S LIFE	United States	4126627	Cancelled
WALT'S CLASSIC	United States	2434144	Cancelled
WALT'S CLASSIC	United States	75116496	Abandoned
WALT'S PREMIUM	United States	2441188	Cancelled
<i>Where Animals Come First</i>	United States	2435041	Cancelled
WHERE ANIMALS COME FIRST	United States	2329527	Registered
WHERE PETS COME FIRST!	United States	5045451	Registered
PET DEPOT	Ecuador	2022-44229	Filed
PET DEPOT	Peru	141132	Registered

Patents

None.

Copyrights

None.