

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM810763

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stella & Chewy's LLC		05/05/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	320 South Canal Street		
<b>Internal Address:</b>	Floor 16		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: CANADA		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6161874	STELLA & CHEWY'S	
<b>Registration Number:</b>	6018928		
<b>Registration Number:</b>	6191074	MARIE'S MIX-INS	
<b>Registration Number:</b>	5916868	MARIE'S MAGICAL DINNER DUST	
<b>Registration Number:</b>	6154141	CARNIVORE CRAVINGS	
<b>Registration Number:</b>	6003829	STELLA'S ESSENTIALS	
<b>Registration Number:</b>	6142439	MARIE'S KITCHEN	
<b>Registration Number:</b>	6224764	MEAL MIXERS	
<b>Registration Number:</b>	5651499	WILD WEENIES	
<b>Registration Number:</b>	5608337	STELLA'S STEW	
<b>Registration Number:</b>	5450276	THE POWER & TASTE OF RAW IN EVERY BITE	
<b>Registration Number:</b>	4969338	KICKSTART YOUR KIBBLE	
<b>Registration Number:</b>	4969339	A LITTLE RAW GOES A LONG WAY	
<b>Registration Number:</b>	4261558	ONLY THE GOOD STUFF	
<b>Registration Number:</b>	3720868		
<b>Registration Number:</b>	3908477	SECUREBYNATURE	
<b>Registration Number:</b>	3706089	DUCK DUCK GOOSE	
<b>Registration Number:</b>	3408555	STELLA & CHEWY'S	

OP \$765.00 6161874

Property Type	Number	Word Mark
Registration Number:	3404944	CARNIVORE CRUNCH
Registration Number:	3414286	CARNIVORE KISSES
Serial Number:	97384499	ALL YOU NEED IS RAW
Serial Number:	97494227	REAL FOOD, REAL TASTY!
Serial Number:	90488425	STELLA & CHEWY'S ONLY THE GOOD STUFF
Serial Number:	90548798	SIMPLY STELLA'S
Serial Number:	90430517	STELLA & CHEWY'S
Serial Number:	97394086	STELLA & CHEWY'S FRESHMADE
Serial Number:	90075671	STELLA'S SHREDRS
Serial Number:	90548794	STELLA'S SOLUTIONS
Serial Number:	90813359	SUPERBLENDS
Serial Number:	90075677	WILD RED

**CORRESPONDENCE DATA**

**Fax Number:** 6082832275

*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:** 608-257-3501

**Email:** kateelin@michaelbest.com

**Correspondent Name:** Kelly Teelin

**Address Line 1:** 1 S. Pinckney St.

**Address Line 2:** Ste. 700

**Address Line 4:** Madison, WISCONSIN 53703

**NAME OF SUBMITTER:** Kelly Teelin

**SIGNATURE:** /s/ Kelly Teelin

**DATE SIGNED:** 05/16/2023

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*IP Security Agreement*”), dated as of May 5, 2023, is made by STELLA & CHEWY’S LLC, a Delaware limited liability company (the “*Grantor*”), to and in favor of BANK OF MONTREAL, as Administrative Agent (the “*Administrative Agent*”). All capitalized terms used herein but not defined herein shall have the meanings given to them in the Credit Agreement (as defined below).

WHEREAS, Grantor has entered into that certain Amendment No. 10 to Amended and Restated Credit and Security Agreement, dated as of April 28, 2023 (the “*Amendment*”), which Amendment amends that certain Amended and Restated Credit and Security Agreement dated as of January 15, 2020 by and among Grantor, the Administrative Agent, S&C Intermediate Holdings, LLC, a Delaware limited liability company (“*Holdings*”), Stella & Chewy’s Canada ULC, a British Columbia unlimited liability company (“*Guarantor*”), the lenders from time to time party thereto (the “*Lenders*”) (collectively with the Amendment and any other previous amendments and modifications, as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified, the “*Credit Agreement*”).

WHEREAS, under the terms of the Credit Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Administrative Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time, except to the extent constituting an Excluded Asset (the “*IP Collateral*”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

7. Notices. All written notices and other communications required hereunder shall be sent to the addresses as follows:

STELLA & CHEWY'S LLC

111 West Oakview Parkway

Oak Creek, WI 53154

Attn: Dean Nolden

Email: [dnoldent@stellaandchewys.com](mailto:dnoldent@stellaandchewys.com)

BANK OF MONTREAL

320 South Canal Street, Floor 16

Chicago, Illinois 60606

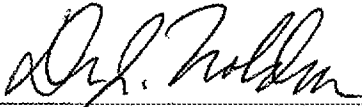
Attn: Jason Hoefler

Email: [jason.hoefler@bmo.com](mailto:jason.hoefler@bmo.com)

**[Signatures on Following Page]**

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**STELLA & CHEWY'S LLC**

By  \_\_\_\_\_

Name: Dean Nolden

Title: Chief Financial Officer

**BANK OF MONTREAL,**  
as Administrative Agent

By \_\_\_\_\_

Name: Steven Teufel

Title: Vice President

**TRADEMARK**

**REEL: 008074 FRAME: 0098**

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**STELLA & CHEWY'S LLC**

By \_\_\_\_\_  
Name: Dean Nolden  
Title: Chief Financial Officer

**BANK OF MONTREAL,**  
as Administrative Agent

By Steve Teufel  
Name: Steven Teufel  
Title: Vice President

**SCHEDULE 1  
PATENTS AND PATENT APPLICATIONS**

U.S. Patent Registrations

<u>Owner</u>	<u>Patent Number</u>	<u>Issue Date</u>
Stella & Chewy's LLC	8,383,177	Feb 26, 2013



U.S. Published Patent Applications

None.




**SCHEDULE 2  
TRADEMARK REGISTRATIONS AND APPLICATIONS**

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Owner</u>	<u>Application/Registration No.</u>	<u>Application/Registration Dates</u>
 STELLA & CHEWY'S	Stella & Chewy's LLC	88614292 / 6161874	12-SEP-2019 / 29-SEP-2020
 Design Only	Stella & Chewy's LLC	88613380 / 6018928	11-SEP-2019 / 24-MAR-2020
<small>MARIE'S MIX-INS</small> MARIE'S MIX-INS	Stella & Chewy's LLC	88595848 / 6191074	28-AUG-2019 / 03-NOV-2020
<small>MARIE'S MAGIC DINNER DUST</small> MARIE'S MAGIC DINNER DUST	Stella & Chewy's LLC	88363061 / 5916868	29-MAR-2019 / 19-NOV-2019
<small>CARNIVORE CRAVINGS</small> CARNIVORE CRAVINGS	Stella & Chewy's LLC	88274424 / 6154141	24-JAN-2019 / 15-SEP-2020
<small>STELLA'S ESSENTIALS</small> STELLA'S ESSENTIALS	Stella & Chewy's LLC	88274468 / 6003829	24-JAN-2019 / 03-MAR-2020

<u>Mark</u>	<u>Owner</u>	<u>Application/Registration No.</u>	<u>Application/Registration Dates</u>
MARIE'S KITCHEN MARIE'S KITCHEN	Stella & Chewy's LLC	88033930 / 6142439	11-JUL-2018 / 01- SEP-2020
MEAL MIXERS MEAL MIXERS	Stella & Chewy's LLC	88005579 / 6224764	19-JUN-2018 / 22- DEC-2020
WILD WEENIES WILD WEENIES	Stella & Chewy's LLC	87844091 / 5651499	21-MAR-2018 / 08- JAN-2019
STELLA'S STEW STELLA'S STEW	Stella & Chewy's LLC	87639643 / 5608337	10-OCT-2017 / 13- NOV-2018
THE POWER & TASTE OF RAW IN EVERY BITE	Stella & Chewy's LLC	87976973 / 5450276	07-MAR-2017 / 17- APR-2018
KICKSTART YOUR KIBBLE KICKSTART YOUR KIBBLE	Stella & Chewy's LLC	86317550 / 4969338	23-JUN-2014 / 31- MAY-2016
AS PUPP RAW GOES A LONG WAY AS PUPP RAW GOES A LONG WAY	Stella & Chewy's LLC	86317558 / 4969339	23-JUN-2014 / 31- MAY-2016
ONLY THE GOOD STUFF ONLY THE GOOD STUFF	Stella & Chewy's LLC	85641393 / 4261558	01-JUN-2012 / 18- DEC-2012

<u>Mark</u>	<u>Owner</u>	<u>Application/Registration No.</u>	<u>Application/Registration Dates</u>
 Design Only	Stella & Chewy's LLC	77599506 / 3720868	23-OCT-2008 / 08-DEC-2009
SECUREBYNATURE SECUREBYNATURE	Stella & Chewy's LLC	77599510 / 3908477	23-OCT-2008 / 18-JAN-2011
DUCK DUCK GOOSE! DUCK DUCK GOOSE	Stella & Chewy's LLC	77392225 / 3706089	08-FEB-2008 / 03-NOV-2009
STELLA & CHEWY'S STELLA & CHEWY'S	Stella & Chewy's LLC	77239962 / 3408555	26-JUL-2007 / 08-APR-2008
CARNIVORE CRUNCH CARNIVORE CRUNCH	Stella & Chewy's LLC	77239967 / 3404944	26-JUL-2007 / 01-APR-2008
CARNIVORE KISSES CARNIVORE KISSES	Stella & Chewy's LLC	77239977 / 3414286	26-JUL-2007 / 22-APR-2008
ALL YOU NEED IS RAW	Stella & Chewy's LLC	97/384,499	04-APRIL-2022
CARNIVORE CRAVINGS	Stella & Chewy's, LLC	88/274,424 / 6,151,141	15-SEP-2020

<u>Mark</u>	<u>Owner</u>	<u>Application/Registration No.</u>	<u>Application/Registration Dates</u>
REAL FOOD, REAL TASTY	Stella & Chewy's, LLC	97/494,227	08-JULY-2022
RED PACKAGING TRADE DRESS	Stella & Chewy's LLC	90/488,425 / 6,555,101	26-JAN-2021 / 09-NOV-2021
SIMPLY STELLA'S	Stella & Chewy's LLC	90/548,798 / 6,539,962	26-FEB-2021 / 26-OCT-2021
STELLA & CHEWY'S	Stella & Chewy's LLC	90/430,517 / 6,544,597	30-DEC-2020 / 02-NOV-2021
STELLA & CHEWY'S FRESHMADE	Stella & Chewy's LLC	97/394,086	04-MAY-2022
STELLA'S SHREDRS	Stella & Chewy's LLC	90/075,671 / 6,494,758	27-JUL-2020 / 21-SEP-2021
STELLA'S SOLUTIONS	Stella & Chewy's LLC	90/548,794 / 6,539,961	26-FEB-2021 / 26-OCT-2021
SUPERBLENDS	Stella & Chewy's, LLC	90/813,359	06-JULY-2021

<u>Mark</u>	<u>Owner</u>	<u>Application/Registration No.</u>	<u>Application/Registration Dates</u>
WILD RED	Stella & Chewy's LLC	90/075,677 / 6,494,759	27-JUL-2020 / 21-SEPT-2021

**SCHEDULE 3  
COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.