# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM851258

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BMO BANK N.A.	FORMERLY BMO Harris Bank N.A.	11/03/2023	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	TDBBS, LLC		
Street Address:	5701 Eastport Boulevard		
City:	Henrico		
State/Country:	VIRGINIA		
Postal Code:	23231		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark			
Serial Number:	86511125	DOGGIE DELIGHTS			
Serial Number:	86511121	DOGGIE BARKER			
Serial Number:	86511104	DOGGIE DREAMS			
Serial Number:	85266865	BARKWORTHIES			
Serial Number:	85474510	BESTBULLYSTICKS			
Serial Number:	85447188	BEST BULLY			
Serial Number:	85474559	BEST BULLY STICKS			
Serial Number:	77705472	PAWLUXURY			
Serial Number:	86511096	PAMPERED POOCH			
Serial Number:	86511088	PAMPERED PUP			
Serial Number:	87205011	MEOWWORTHIES			
Serial Number:	87205016	JUNIOR BULLY STICKS			
Serial Number:	87313013	TREAT DIFFERENTLY			
Serial Number:	87312998	WHERE DOGS ARE FAMILY			
Serial Number:	87781414	BARKWORTHIES			
Serial Number:	87749439	PAWLUXURY			
Serial Number:	87391145	SUPREME BULLY STICKS			
Serial Number:	88301453	PAW LOVE TREAT EVERY DAY WITH LOVE			
Serial Number:	88189126	QUICK STICKS			
	•	TRADEMARK			

900811886 **REEL: 008250 FRAME: 0033** 

Property Type	Number	Word Mark	
Serial Number:	88062814	BULLYRAWSOMES	
Serial Number:	88040557	BEST BULLY STICKS	
Serial Number:	88040568	BARKWORTHIES NATURALLY HEALTHY. NATURALL	
Serial Number:	88023032	LIGHT CHEWER	
Serial Number:	88023068	MEDIUM CHEWER	
Serial Number:	88023089	HARD CHEWER	
Serial Number:	88023142	POWER CHEWER	
Serial Number:	88004900	TREAT EVERY DAY WITH LOVE	
Serial Number:	87882886	PAW LOVE	
Serial Number:	87882950	BULLY FLAKES	
Serial Number:	87882957	BULLY BITES	
Serial Number:	87882989	AMERICAN PRIDE	
Serial Number:	87873126	BEST BULLY STICKS	
Serial Number:	87873143	BESTBULLYSTICKS	
Serial Number:	87809099	NATURALLY HEALTHY. NATURALLY HAPPY.	
Serial Number:	87772029	PAW LOVE	
Serial Number:	87769848	AMERICAN PRIDE	
Serial Number:	87749447	RAWSOMES	
Serial Number:	90849672	LITTLE BARKERS	
Serial Number:	97155862	BACKYARD BARKERS	

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: trademarks@dechert.com

Correspondent Name: Dechert LLP

Address Line 1: 2929 Arch Street, Cira Centre

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	201147
NAME OF SUBMITTER:	Hilary Smoot
SIGNATURE:	/Hilary Smoot/
DATE SIGNED:	11/06/2023

## **Total Attachments: 6**

source=TDBBS - Trademark Release#page1.tif source=TDBBS - Trademark Release#page2.tif source=TDBBS - Trademark Release#page3.tif source=TDBBS - Trademark Release#page4.tif source=TDBBS - Trademark Release#page5.tif source=TDBBS - Trademark Release#page6.tif

#### TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of November 3, 2023, by BMO BANK N.A. (formerly known as BMO Harris Bank N.A.), in its capacity as Administrative Agent for the Secured Parties (in such capacity, "Grantee") in favor of TDBBS, LLC, a Delaware limited liability company ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Collateral Agreement (as defined below) and Security Agreements (as defined below), as applicable.

#### WITNESSETH:

WHEREAS, Grantor and Grantee entered into that certain Guarantee and Security Agreement dated as of March 3, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, Grantor and Grantee entered into (i) that certain Trademark Security Agreement dated as of March 3, 2017 (the "2017 Security Agreement"), (ii) that certain Trademark Security Agreement dated as of April 11, 2018 (the "2018 Security Agreement"), (iii) that certain Trademark Security Agreement dated as of February 5, 2021 (the "2021 Security Agreement"), and (iv) that certain Trademark Security Agreement dated as of April 12, 2022 (the "2022 Security Agreement"), (collectively, the "Security Agreements"), in each case, pursuant to which, and pursuant to the Collateral Agreement, Grantor granted to Grantee a continuing security interest in Grantor's entire right, title and interest in and to the following, whether then owned or existing or thereafter created acquired or arising (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on <u>Schedule</u> 1 hereto;
  - (b) all renewals and extensions of the forgoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

WHEREAS, the 2017 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 3, 2017, at Reel 6000, Frame 0965;

WHEREAS, the 2018 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 25, 2018, at Reel 6341, Frame 0464;

WHEREAS, the 2021 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 8, 2021, at Reel 7184, Frame 0296;

WHEREAS, Grantee now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

WHEREAS, the 2022 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 12, 2022, at Reel 7689, Frame 0136;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Grantee's security interest in the Trademark Collateral.

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

- 1. Grantee hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges its Lien on and security interest in all of Grantor's entire right, title and interest in, to and under the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.
- 2. Grantee represents and warrants that: (i) it has the full power and authority to execute this Trademark Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to the Trademark Collateral, any trademark, or registration of an application to register any trademark, or any trade name or assumed name of or by Grantor, other than the Trademarks set forth on Schedule 1, in any jurisdiction throughout the world, other than such filings made in the United States Patent and Trademark Office and UCC financing statements.
- 3. Grantee hereby grants and conveys to the Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in, to and under the Trademark Collateral.
- 4. Grantee hereby authorizes and requests that this Trademark Release be recorded at the United States Patent and Trademark Office, or any other applicable location. Grantee shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Trademark Release. In the event Grantee is not available upon fourteen (14) calendar days' written request to execute such documents, Grantee hereby appoints Grantor its attorney-in-fact to execute such documents on Grantee's behalf.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release to be executed as of the day and year first above written.

> BMO BANK N.A. (formerly known as BMO Harris Bank N.A.), as Grantee

Name: Tara Cuprisin

Title: Managing Director

# SCHEDULE I TO TRADEMARK RELEASE

Mark	Country	Reg. No. (Appln. No.)	Reg. Date (App. Date)	Record Owner
DOGGIE DELIGHTS	U.S.	(86511125)	(01/22/15)	TDBBS, LLC
DOGGIE BARKER	U.S.	(86511121)	(01/22/15)	TDBBS, LLC
DOGGIE DREAMS	U.S.	(86511104)	(01/22/15)	TDBBS, LLC
BARKWORTHIES	U.S.	4078190 (85266865)	12/27/11 (03/15/11)	TDBBS, LLC
BESTBULLYSTICKS	U.S.	4256362 (85474510)	12/11/12 (11/16/11)	TDBBS, LLC
BEST BULLY	U.S.	4260164 (85447188)	12/18/12 (10/13/11)	TDBBS, LLC
BEST BULLY STICKS	U.S.	4260303 (85474559)	12/18/12 (11/16/11)	TDBBS, LLC
PAWLUXURY	U.S.	3698575 (77705472)	10/20/09 (04/02/09)	TDBBS, LLC
PAMPERED POOCH	U.S.	(86511096)	(01/22/15)	TDBBS, LLC
PAMPERED PUP	U.S.	(86511088)	(01/22/15)	TDBBS, LLC
MEOWWORTHIES	U.S.	(87205011)	(10/17/16)	TDBBS, LLC
JUNIOR BULLY STICKS	U.S.	5402678 (87205016)	02/13/18 (10/17/16)	TDBBS, LLC
TREAT DIFFERENTLY	U.S.	5414234 (87313013)	02/27/18 (01/25/17)	TDBBS, LLC
WHERE DOGS ARE FAMILY	U.S.	(87312998)	(01/25/17)	TDBBS, LLC

BARKWORTHIES	U.S.	5550862 (87781414)	08/28/18 (02/02/18)	TDBBS, LLC
PAWLUXURY	U.S.	5540388 (87749439)	08/14/18 (01/10/18)	TDBBS, LLC
SUPREME BULLY STICKS	U.S.	5446132 (87391145)	04/17/18 (03/29/17)	TDBBS, LLC
PAW LOVE TREAT EVERY DAY WITH LOVE  Paw & Design ( )	U.S.	5970858 (88301453)	01/28/20 (02/14/19)	TDBBS, LLC
QUICK STICKS	U.S.	5798571 (88189126)	07/09/19 (11/10/18)	TDBBS, LLC
BULLYRAWSOMES	U.S.	5725873 (88062814)	04/16/19 (08/02/18)	TDBBS, LLC
BEST BULLY STICKS  & Design (**)	U.S.	5771373 (88040557)	06/04/19 (07/17/18)	TDBBS, LLC
BARKWORTHIES NATURALLY HEALTHY. NATURALLY HAPPY.	U.S.	5808368 (88040568)	07/16/19 (07/17/18)	TDBBS, LLC
LIGHT CHEWER  & Design ( )	U.S.	5777428 (88023032)	06/11/19 (07/02/18)	TDBBS, LLC
MEDIUM CHEWER  & Design ( )	U.S.	5777429 (88023068)	06/11/19 (07/02/18)	TDBBS, LLC
HARD CHEWER  & Design ( )	U.S.	6014362 (88023089)	03/17/20 (07/02/18)	TDBBS, LLC
POWER CHEWER  & Design ( )	U.S.	5777430 (88023142)	06/11/19 (07/02/18)	TDBBS, LLC

TREAT EVERY DAY	U.S.	5783405	06/18/19	
WITH LOVE		(88004900)	(06/18/18)	TDBBS, LLC
PAW LOVE	U.S.	6003185 (87882886)	03/03/20 (04/18/18)	TDBBS, LLC
BULLY FLAKES	U.S.	5718249 (87882950)	04/02/19 (04/18/18)	TDBBS, LLC
BULLY BITES	U.S.	5718250 (87882957)	04/02/19 (04/18/18)	TDBBS, LLC
AMERICAN PRIDE	U.S.	5555925 (87882989)	09/04/18 (04/18/18)	TDBBS, LLC
BEST BULLY STICKS	U.S.	5616539 (87873126)	11/27/18 (04/11/18)	TDBBS, LLC
BESTBULLYSTICKS	U.S.	5616540 (87873143)	11/27/18 (04/11/18)	TDBBS, LLC
NATURALLY HEALTHY. NATURALLY HAPPY.	U.S.	5588175 (87809099)	10/16/18 (02/23/18)	TDBBS, LLC
PAW LOVE	U.S.	5729188 (87772029)	04/16/19 (01/26/18)	TDBBS, LLC
AMERICAN PRIDE	U.S.	5588148 (87769848)	10/16/18 (01/25/18)	TDBBS, LLC
RAWSOMES	U.S.	5782650 (87749447)	06/18/19 (01/10/18)	TDBBS, LLC
LITTLE BARKERS	U.S.	7128043 (90849672)	08/01/23 (07/27/21)	TDBBS, LLC
BACKYARD BARKERS	U.S.	7128387 (97155862)	08/01/23 (12/03/21)	TDBBS, LLC

TRADEMARK REEL: 008250 FRAME: 0040

**RECORDED: 11/06/2023**