

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856447

<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>
The Kyjen Company, LLC		11/28/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Whitehorse Capital Management, LLC		
<b>Street Address:</b>	1271 Avenue of the Americas   22nd Fl		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97790292	BEST FRIENDS BY SHERI	
<b>Serial Number:</b>	97626225	CATSTAGES	
<b>Serial Number:</b>	97625917	NATURAL NUTRITION PET TREATS	
<b>Serial Number:</b>	97829378	FIREHOSE FETCH	
<b>Serial Number:</b>	97666520	OUTWARD HOUND	
<b>Serial Number:</b>	97829442	SNOOP	
<b>Serial Number:</b>	97560720	SWITCH N' SNOOZE	
<b>Serial Number:</b>	98034309	SCRATCH & CUDDLE	
<b>Serial Number:</b>	97930041	PUPPY TORNADO	
<b>Serial Number:</b>	97928181	DOG SNUFFLE N' TREAT BALL	
<b>Serial Number:</b>	97937268	DOG TORNADO	
<b>Serial Number:</b>	98007613	ULTRA CALMING POUF BED	
<b>Serial Number:</b>	98007651	4-IN-1 ORTHOPEDIC NAP MAT	
<b>Serial Number:</b>	98040714	DURABLEZ	
<b>Serial Number:</b>	98090175	TAIL TEASER	
<b>Serial Number:</b>	98187393	MIND GAMES EDU-CAT-IONAL	
<b>Serial Number:</b>	98187428	HUNT N' FIND GRASS PATCH BOX	
<b>Serial Number:</b>	98187540	WHACK N' WOBBLE BALL	
<b>Serial Number:</b>	98189798	SNUFFLE PALZ	

CH \$815.00 97790292

Property Type	Number	Word Mark
Serial Number:	98189778	DOG BRICK
Serial Number:	98189760	SILLY LEGZ
Serial Number:	98187487	CAT SLOW FEEDER BOWL
Serial Number:	98193443	MAKES EXERCISING YOUR DOG'S MIND A WALK
Serial Number:	98193473	TWISTIEZ
Serial Number:	98196219	STUFF N' SNUFFLE
Serial Number:	98196241	SNACK PALZ
Serial Number:	98198286	MIND ENRICHING DOG TOYS
Serial Number:	97316423	CLOUDLITE
Serial Number:	97402420	BOULDER ADVENTURE HARNESS
Serial Number:	97402415	BOULDER GRIP LEASH
Serial Number:	97453125	CATSTAGES
Serial Number:	97370549	CATSTAGES

#### CORRESPONDENCE DATA

**Fax Number:** 4045725100

*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:** 4045723428

**Email:** AAmicoOlchaskey@KSLAW.com

**Correspondent Name:** Angela Amico Olchaskey

**Address Line 1:** 1180 Peachtree Street, NE | Suite 1600

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	20729.515017
<b>NAME OF SUBMITTER:</b>	Angela Amico Olchaskey
<b>SIGNATURE:</b>	/AAmicoOlchaskey/
<b>DATE SIGNED:</b>	11/28/2023

#### Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 28, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC (“WhiteHorse”), in its capacity as agent under the Credit Agreement referred to below (in such capacity, the “Agent”) for the Secured Parties (as defined in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 5, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among The Kyjen Company, LLC, a Colorado limited liability company (the “Borrower”), Kyjen Holding Company, a Delaware corporation (“Holdings”), Outward Hound Holdings, Inc., a Delaware corporation (“Parent Holdings”), the other Persons party thereto that are designated as a Credit Party, the lenders from time to time party thereto (the “Lenders”) and WhiteHorse, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement dated as of April 5, 2021 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), as collateral security for the payment and performance of the Credit Party Obligations, to grant to the Agent a security interest in and continuing lien on all of the Grantors’ right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, the Intellectual Property of the Grantors; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Credit Party Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien (as defined in the Credit Agreement) on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its trademarks (except for trademark applications filed on an intent-to-use basis) and all IP Licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(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 (as defined in the Credit Agreement) 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and IP Licenses subject to a security interest hereunder.

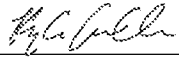
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York without regard to its rules pertaining to conflict of laws.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**THE KYJEN COMPANY, LLC**

By:   
Name: Kyle Casella  
Title: Vice President and Assistant Secretary


ACCEPTED AND AGREED  
as of the date first above written:

**WHITEHORSE CAPITAL MANAGEMENT, LLC**  
as Agent

By: 

Name: Richard Siegel  
Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark	Application Number Application Date	Registration Number Registration Date	Owner Security Interest
BEST FRIENDS BY SHERI (LOGO MARK)	97790292 February 10, 2023	N/A	The Kyjen Company, LLC
CATSTAGES (LOGO)	97626225 October 10, 2022	N/A	The Kyjen Company, LLC
NATURAL NUTRITION PET TREATS (LOGO) 	97625917 October 10, 2022	97625917 October 31, 2023	The Kyjen Company, LLC
FIREHOSE FETCH	97829378 March 8, 2023	N/A	The Kyjen Company, LLC
OUTWARD HOUND	97666520 November 7, 2022	N/A	The Kyjen Company, LLC
SNOOP	97829442 March 8, 2023	N/A	The Kyjen Company, LLC
SWITCH N' SNOOZE	97560720 August 23, 2022	7166232 September 12, 2023	The Kyjen Company, LLC
SCRATCH & CUDDLE	98034309 June 8, 2023	N/A	The Kyjen Company, LLC
4-IN-1 ORTHOPEDIC NAP MAT	98007651 May 22, 2023	N/A	The Kyjen Company, LLC
ULTRA CALMING POUF BED	98007613 May 22, 2023	N/A	The Kyjen Company, LLC

Trademark	Application Number	Registration Number	Owner
	Application Date	Registration Date	Security Interest
PUPPY TORNADO	97930041 May 10, 2023	N/A	The Kyjen Company, LLC
DOG SNUFFLE N' TREAT BALL	97928181 May 9, 2023	N/A	The Kyjen Company, LLC
Dog Tornado	97937268 May 15, 2023	N/A	The Kyjen Company, LLC
Ultra Calming Pouf Bed	98007613 May 22, 2023	N/A	The Kyjen Company, LLC
4-IN-1 Orthopedic Nap Mat	98007651 May 22, 2023	N/A	The Kyjen Company, LLC
Durablez	98040714 June 13, 2023	N/A	The Kyjen Company, LLC
Scratch & Cuddle	98034309 June 8, 2023	N/A	The Kyjen Company, LLC
Tail Teaser	98090175 July 18, 2023	N/A	The Kyjen Company, LLC
Mind Games edu-cat-ional	98187393 September 19, 2023	N/A	The Kyjen Company, LLC
Hunt N' Find Grass Patch Box	98187428 September 19, 2023	N/A	The Kyjen Company, LLC
Whack N' Wobble Ball	98187540 September 19, 2023	N/A	The Kyjen Company, LLC
Snuffle Palz	98189798 September 20, 2023	N/A	The Kyjen Company, LLC
Dog Brick	98189778 September 20, 2023	N/A	The Kyjen Company, LLC
Silly Legz	98189760 September 20, 2023	N/A	The Kyjen Company, LLC
Cat Slow Feeder Bowl	98187487 September 19, 2023	N/A	The Kyjen Company, LLC



Trademark	Application Number	Registration Number	Owner
	Application Date	Registration Date	Security Interest
Makes exercising your dog's mind a walk in the park	98193443 September 22, 2023	N/A	The Kyjen Company, LLC
Twistiez	98193473 September 22, 2023	N/A	The Kyjen Company, LLC
Stuff N' Snuffle	98196219 September 25, 2023	N/A	The Kyjen Company, LLC
Snack Palz	98196241 September 25, 2023	N/A	The Kyjen Company, LLC
mind enriching dog toys	98198286 September 26, 2023	N/A	The Kyjen Company, LLC
CLOUDLITE	97316423 March 16, 2022	7171208 September 19, 2023	The Kyjen Company, LLC
BOULDER ADVENTURE HARNESS	97402420 May 10, 2022	N/A	The Kyjen Company, LLC
BOULDER GRIP LEASH	97402415 May 10, 2022	N/A	The Kyjen Company, LLC
CATSTAGES	97453125 June 10, 2022	N/A	The Kyjen Company, LLC
CATSTAGES	97370549 April 19, 2022	N/A	The Kyjen Company, LLC