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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM864688 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transform SR Brands LLC		12/29/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cantor Fitzgerald Securities	
Street Address:	110 East 59th Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
Entity Type:	General Partnership: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number:	98161626	PET HANDIMATE	

CORRESPONDENCE DATA

Fax Number: 2148558200

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: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600
Address Line 2: Norton Rose Fulbright US LLP
Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	1001091223
NAME OF SUBMITTER:	Chris Andersen
SIGNATURE:	/chris andersen/
DATE SIGNED:	12/29/2023

Total Attachments: 5

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TO UNITED STATES TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2023 ("Supplement"), by Transform SR Brands LLC (the "Grantor"), is in favor of Cantor Fitzgerald Securities in its capacity as administrative agent, collateral agent and mortgage collateral agent (in such capacities, the "Agent") and is a supplement to that Trademark Security Agreement, dated as of March 22, 2021, by the Grantor in favor of the Agent.

WITNESSETH:

WHEREAS, the Grantor is party to an Amended and Restated Guarantee and Collateral Agreement, dated as of November 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent, pursuant to which the Grantor is required to execute and deliver this Supplement evidencing the security interest granted under the Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Supplement, "Trademarks" means, collectively, all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, slogans, logos, internet domain names and other source or business identifiers, whether arising under statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, together with any and all: (i) registrations thereof, and all applications in connection therewith, (ii) all goodwill associated therewith and symbolized thereby, now existing or hereafter adopted or acquired, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vii) rights corresponding thereto throughout the world.

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 Grantor's Obligations, the Grantor hereby grants to the Agent, for the ratable benefit of the Credit Parties, a security interest in all of the Grantor's right, title and interest in, to and under all of the following property 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 to the extent such property constitutes Collateral under the Security Agreement (collectively, the "Trademark Collateral"):

- (a) All Trademarks owned by the Grantor, including the registered and appliedfor Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) to the extent not otherwise included, all Proceeds, insurance claims,
 Supporting Obligations and products of any and all of the foregoing and all collateral
 security and guarantees given by any Person with respe

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For the avoidance of doubt, (i) in no event shall "Trademark Collateral" include any Excluded Property, including intent-to-use trademark applications (and rights in and to such applications) filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C Section 1051 (the "Lanham Act") prior to the accepted filing of a "Statement of Use" or "Amendment to Allege Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act, whereby such intent-to-use trademark application is amended to conform to the requirements for a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, to the extent that granting a security interest in such trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark application or the resulting trademark registration and (ii) the foregoing grant is merely a grant of a security interest and shall not be deemed an assignment.

SECTION 3. <u>Security Agreement</u>. This Supplement evidences the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. <u>Termination</u>. The term of this Supplement shall be coterminous with the Security Agreement and the Agent shall execute, acknowledge and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement upon the termination of the Security Agreement.

SECTION 5. GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 6. <u>Counterparts</u>. This Supplement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart of a signature page to this Supplement by telecopier or electronic mail of "PDF" file shall be effective as delivery of a manually executed counterpart of this Supplement.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

Transform SR Brands LLC

	By:	Name: Luke Valentino Title: Secretary		
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Accepted and Agreed: Cantor Fitzgerald Securities, as Agent				
By: Name: Title:				

IN WITNESS WHEREOF, the parties hereto have caused this SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

		Transform SR Brands LLC	
		By:_	
		Name: Title:	
Accepted	and Agreed:		
Cantor F	Fitzgerald Securities, as Agent		
By:	James Buccola		
Name: Title:	James Buccola Head of Fixed Income		
	Legal Reviewed		
	JG Jennifer Granovsky		
	Vice President -		

SCHEDULE I to SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
Transform SR Brands LLC	PET HANDIMATE	98/161626	9/1/2023			United States

RECORDED: 12/29/2023