

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL		01/04/2024	Bank: CANADA
RECEIVING PARTY DATA			
Name:	RED COLLAR PET FOODS, INC.		
Street Address:	1550 West McEwen Drive		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6798274	ON THE FARM	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	46029-1		
NAME OF SUBMITTER:	NOREEN GOSSELIN		
SIGNATURE:	/NOREEN GOSSELIN/		
DATE SIGNED:	01/05/2024		
Total Attachments: 3			
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS dated January 4, 2024 (this "*Partial Release*") by BANK OF MONTREAL ("*BMO*"), with its mailing address at 320 South Canal Street, Chicago, Illinois 60606, acting as administrative agent hereunder for the Secured Creditors as defined in the Trademark Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as "*Agent*"), in favor of Debtor (as defined below);

WITNESSETH:

WHEREAS, Red Collar Pet Foods, Inc., a Delaware corporation ("*Debtor*"), with its mailing address at 1550 W. McEwen Drive, Suite 250, Franklin, Tennessee 37067, and Agent were parties to a certain Trademark Collateral Agreement dated November 16, 2023 between Debtor and Agent which was recorded in the United States Patent and Trademark Office on November 20, 2023 at Reel 008263, Frame 0697 (the "*Trademark Agreement*"), pursuant to which Debtor granted to Agent a security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached thereto and certain other property (collectively, the "*Trademark Property*"); and

WHEREAS, the Debtor has sold, transferred, assigned, conveyed and delivered the trademark named "ON THE FARM" under registration number 6798274, registered on July 19, 2022 (the "*ON THE FARM Trademark*") and has requested that Agent release its security interest in the ON THE FARM Trademark and reassign the same to the Debtor;

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

Agent, for itself and for the Secured Creditors, hereby (a) terminates the liens and security interest created under the Trademark Agreement in the ON THE FARM Trademark, and (b) releases its security interest in, without any representation, warranty, recourse or undertaking by Agent all of its right, title and interest, if any, in and to the ON THE FARM Trademark, including without limitation:

(i) all of the goodwill of the business connected with the use of, and symbolized by, the ON THE FARM Trademark; and

(ii) all proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of the ON THE FARM Trademark or by reason of injury to the goodwill associated with the ON THE FARM Trademark in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages.

It is expressly understood and agreed that (i) this Partial Release is in no way to operate to discharge the lien on, and security interest in, any other trademark, trademark registration,

trademark application, or trademark license set forth in the Trademark Agreement, or any supplements or amendments thereto, other than with respect to the ON THE FARM Trademark and the related property particularly described above and (ii) that the trademarks, trademark registrations, trademark applications, and trademark licenses described in the Trademark Agreement, or in any supplements or amendments thereto, with respect to which the lien on, and/or security interest in, is not released pursuant to this Partial release shall remain as security for the payment and performance of the Secured Obligations.

Agent acknowledges that this Partial Release may be filed along with other necessary documentation with the United States Patent and Trademark Office or any other appropriate governmental office to evidence the release granted herein.

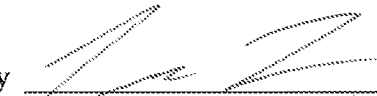
Agent hereby agrees to take such other actions (including, without limitation, the execution and delivery of all documents or other instruments), reasonably requested by Debtor, at Debtor's sole cost and expense to evidence or record the release of the security interest in the ON THE FARM Trademark.

This Partial Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Remainder of Page Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, Agent has caused this Partial Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Agent

By 
Name: Liyang Yu
Title: Vice President

Signature Page to Partial Release of Security Interest in Trademarks (On the Farm)