

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868434

| | | | |
|-----------------------------------|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ARK PRODUCTS, LLC | | 10/26/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SALEM INVESTMENT PARTNERS V, LIMITED PARTNERSHIP | | |
| Street Address: | 7900 Triad Center Drive | | |
| Internal Address: | Suite 333 | | |
| City: | Greensboro | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27409 | | |
| Entity Type: | Limited Partnership: NORTH CAROLINA | | |
| Name: | OXER MEZZANINE FUND III, L.P. | | |
| Street Address: | 883 Yard Street | | |
| City: | Columbus | | |
| State/Country: | OHIO | | |
| Postal Code: | 43212 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 30 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5741760 | ALPHABITE | |
| Registration Number: | 6124453 | ARK | |
| Registration Number: | 5625592 | ARK | |
| Registration Number: | 3899734 | ARK'S Y-CHEW | |
| Registration Number: | 6047635 | BAT BITE | |
| Registration Number: | 5636137 | BITE SABER | |
| Registration Number: | 6042435 | BOO CHEW | |
| Registration Number: | 5887198 | BRICK STICK | |
| Registration Number: | 5530361 | CHEW DUDE | |
| Registration Number: | 5962065 | CHEW SABER | |
| Registration Number: | 5625385 | CHEWMOJI | |
| Registration Number: | 6113991 | CHEWTH PICK | |

OP \$765.00 5741760

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 6463872 | CHEWVANA |
| Registration Number: | 5636138 | DINO-BITE |
| Registration Number: | 3549983 | DNZ-VIBE |
| Registration Number: | 5965910 | DRAGON BITE |
| Registration Number: | 3170745 | GRABBER |
| Registration Number: | 3123067 | GRABBER XT |
| Registration Number: | 5636136 | KRYPTO-BITE |
| Registration Number: | 4217892 | LIP BLOK |
| Registration Number: | 5241845 | LULLABITES |
| Registration Number: | 7124262 | MAROON SPOON |
| Registration Number: | 2698567 | SIP-TIP |
| Registration Number: | 6042713 | TETRA-BITE |
| Registration Number: | 5772625 | TRAN-QUILL |
| Registration Number: | 5967648 | WE'VE GOT CHEW COVERED |
| Registration Number: | 6310719 | WINGAMAJIGS |
| Registration Number: | 5625577 | WRITE-N-BITE |
| Registration Number: | 4343589 | Z-GRABBER |
| Registration Number: | 3293868 | Z-VIBE |

CORRESPONDENCE DATA

Fax Number: 3362329036
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: 9195736236
Email: csmedley@brookspierce.com
Correspondent Name: Christiane L. Smedley, Esq.
Address Line 1: 150 Fayetteville St.
Address Line 2: Suite 1700
Address Line 4: Raleigh, NORTH CAROLINA 27601

| | |
|--------------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | Salem V (ARK) |
| NAME OF SUBMITTER: | Christiane L. Smedley |
| SIGNATURE: | /Christiane L. Smedley/ |
| DATE SIGNED: | 01/16/2024 |

Total Attachments: 11
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THE RIGHTS OF ADMINISTRATIVE AGENT AND LENDERS ARE SUBJECT TO A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED THE DATE HEREOF AMONG SALEM INVESTMENT PARTNERS V, LIMITED PARTNERSHIP, OXER MEZZANINE FUND III, L.P. AND SOUTHSTATE BANK, N.A.

**GRANT OF SECURITY INTEREST
IN TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant") is made and entered into on October 26, 2023, by ARK PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), for the benefit of SALEM INVESTMENT PARTNERS V, LIMITED PARTNERSHIP, a North Carolina limited partnership, as a Lender and Administrative Agent (as defined in the Loan Agreement) with offices at 7900 Triad Center Drive, Suite 333, Greensboro, North Carolina 27409 ("Salem") and OXER MEZZANINE FUND III, L.P., a Delaware limited partnership, as a Lender with offices at 883 Yard Street, Columbus, Ohio 43212 ("Oxer" and together with Salem, "Lenders" and each a "Lender").

WHEREAS, Grantor has entered into a Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), dated the date hereof, in which Grantor has granted to Administrative Agent, for its benefit and the benefit of Lenders and their successors and assigns, a security interest in all of Grantor's right, title and interest general intangibles, including without limitation, the Trademark Collateral (as hereinafter defined) and agreed to execute this Grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Obligations (as defined in the Security Agreement), the parties hereby agree as follows:

Section 1. Defined Terms. All capitalized terms used but not defined herein shall have the meanings assigned to them by the Loan Agreement and the Security Agreement. In addition, the following terms shall have the following meanings:

"Trademark Licenses" means all present and future agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder), including, without limitation, any thereof referred to in Schedule A attached hereto.

"Trademarks" means, collectively, with respect to Grantor, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to Grantor and all registrations and applications for the foregoing (whether by statutory or common law, whether established or registered or recorded in the United States, any state thereof, or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to Grantor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, (ii) applications,

registrations, and renewals, and divisions and amendments thereof, and rights to obtain any of the foregoing, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof, including, without limitation, any thereof referred to in Schedule A hereto.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a security interest in all of its right, title and interest in and to and under the following collateral (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;

(b) all applications, registrations, and renewals, and divisions and amendments thereof, and rights to obtain any 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 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. After Acquired Trademark Collateral. Upon the acquisition or creation of any Trademark Collateral following the date hereof, Grantor shall promptly, and within 30 days, (a) register such Trademark Collateral with the United States Patent and Trademark Office and (b) notify Administrative Agent of such Trademark Collateral.

Section 4. Security Agreement. This Grant has been given in conjunction with the security interest granted to Administrative Agent, for its benefit and the benefit of Lenders, under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference. Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent and Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

Section 5. Maintenance of Trademark Collateral. Grantor shall timely file any documents necessary to renew or maintain the Trademark Collateral and shall pay any fees associated with the renewal or maintenance of the Trademark Collateral. Grantor shall promptly notify Administrative Agent of any litigation, infringement claims, or other matter involving the Trademark Collateral, and Grantor shall work with Administrative Agent to protect Administrative Agent's and Lenders' rights in the Trademark Collateral at Grantor's expense.


Section 6. Warranties. Grantor represents and warrants that it has good and marketable title in the Trademark Collateral and that Grantor has not previously made any assignments of its interests or issued any prior security interests in the Trademark Collateral other than to Senior Lender.

Section 7. Miscellaneous. The security interest granted to Administrative Agent, for its benefit and the benefit of Lenders, in this instrument shall exist continually until all Obligations (other than contingent obligations for which no claim has been made) have been paid in full. Upon such payment, Administrative Agent shall, at Grantor's request and expense, send such termination statements to Grantor or file them with any applicable filing office. This Grant may be executed in any number of counterparts (by facsimile, portable document format (pdf) or original) and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. This Grant, its construction and the determination of any rights, duties or remedies of the parties arising out of or relating to this Grant, shall be governed by and construed under and in accordance with the laws of the State of North Carolina without respect to any conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed by its duly authorized representative as of the date first written above.

ARK PRODUCTS, LLC (SEAL)

By: 
Name: Sami Elbadramany
Title: Authorized Representative

[Signatures continue on following page]

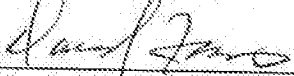
[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008317 FRAME: 0195

Accepted and Agreed:

SALEM INVESTMENT PARTNERS V. LIMITED PARTNERSHIP (SEAL),
in its capacity as Lender and Administrative Agent

By: SIP V Management LLC,
Its General Partner

By: 
David Faris, Manager

OXER MEZZANINE FUND III, L.P. (SEAL)

By: Oxer GP III, LLC its General Partner

By: _____
Name: Michael P. O'Brien
Title: Managing Member

[Signature Page to Grant of Security Interest in Trademarks]

Accepted and Agreed:

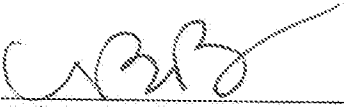
SALEM INVESTMENT PARTNERS V, LIMITED PARTNERSHIP (SEAL),
in its capacity as Lender and Administrative Agent

By: SIP V Management LLC,
Its General Partner

By: _____
David Paris, Manager

OXER MEZZANINE FUND III, L.P. (SEAL)

By: Oxer GP III, LLC its General Partner

By:  _____
Name: Michael P. O'Brien
Title: Managing Member


[Signature Page to Grant of Security Interest in Trademarks]


TRADEMARK
REEL: 008317 FRAME: 0197

Schedule A

Trademarks and Applications for Trademarks
See Attached

Registered Trademarks
(does not include abandoned/expired)

| Jurisdiction / Country | Trademark | Reg. No. | Reg. Date | Status | Next Renewal or Maintenance Due | Record Owner Name |
|--|---|---------------|-------------|------------|---------------------------------|--------------------------------|
| China (People's Republic) | ARK Therapeutic | 47455273 | 28-Aug-2021 | Registered | 27-Aug-2031 | ARK Therapeutic Services, Inc. |
| China (People's Republic) | ARK Therapeutic | 47455272 | 14-Apr-2021 | Registered | 13-Apr-2031 | ARK Therapeutic Services, Inc. |
| China (People's Republic) | ARK Therapeutic | 47455271 | 14-Feb-2021 | Registered | 13-Feb-2031 | ARK Therapeutic Services, Inc. |
| China (People's Republic) | ARK'S Z-VIBE | 41488904 | 14-Jul-2020 | Registered | 13-Jul-2030 | ARK Therapeutic Services, Inc. |
| China (People's Republic)* (part of International Registration) | Z-VIBE | G1410703 | 13-Apr-2018 | Registered | 13-Apr-2028 | ARK Therapeutic Services, Inc. |
| European Union* (part of International Registration) | Z-VIBE | 1410703 | 13-Apr-2018 | Registered | 13-Apr-2028 | ARK Therapeutic Services, Inc. |
| Indonesia |  | IDM000905625 | 02-Nov-2021 | Registered | 5-Oct-2029 | ARK Therapeutic Services, Inc. |
| International Registration* | Z-VIBE | 1410703 | 13-Apr-2018 | Registered | 13-Apr-2028 | ARK Therapeutic Services, Inc. |
| Russian Federation* (part of International Registration) | Z-VIBE | 1410703 | 13-Apr-2018 | Registered | 13-Apr-2028 | ARK Therapeutic Services, Inc. |
| United Kingdom | Z-VIBE | UK00801410703 | 13-Apr-2018 | Registered | 13-Apr-2028 | ARK Therapeutic Services, Inc. |

| Jurisdiction / Country | Trademark | Reg. No. | Reg. Date | Status | Next Renewal or Maintenance Due | Record Owner Name |
|--------------------------|---|----------|-------------|------------|---------------------------------|--------------------------------|
| United States of America | AlphaBite | 5741760 | 30-Apr-2019 | Registered | 30-Apr-2025 | ARK Therapeutic Services, Inc. |
| United States of America | ARK | 6124453 | 11-Aug-2020 | Registered | 11-Aug-2026 | ARK Therapeutic Services, Inc. |
| United States of America |  | 5625592 | 11-Dec-2018 | Registered | 11-Dec-2024 | ARK Therapeutic Services, Inc. |
| United States of America | ARK'S Y-CHEW | 3899734 | 04-Jan-2011 | Registered | 4-Jan-2031 | ARK Therapeutic Services, Inc. |
| United States of America | BAT BITE | 6047635 | 05-May-2020 | Registered | 5-May-2026 | ARK Therapeutic Services, Inc. |
| United States of America | BITE SABER | 5636137 | 25-Dec-2018 | Registered | 25-Dec-2024 | ARK Therapeutic Services, Inc. |
| United States of America | BOO CHEW | 6042435 | 28-Apr-2020 | Registered | 28-Apr-2026 | ARK Therapeutic Services, Inc. |
| United States of America | BRICK STICK | 5887198 | 15-Oct-2019 | Registered | 15-Oct-2025 | ARK Therapeutic Services, Inc. |
| United States of America | CHEW DUDE | 5530361 | 31-Jul-2018 | Registered | 31-Jul-2024 | ARK Therapeutic Services, Inc. |
| United States of America | CHEW SABER | 5962065 | 14-Jan-2020 | Registered | 14-Jan-2026 | ARK Therapeutic Services, Inc. |
| United States of America | CHEWGARETTE | 7122158 | 25-Jul-2023 | Registered | 25-Jul-2029 | ARK Industries, Inc. |
| United States of America | CHEWMOJI | 5625385 | 11-Dec-2018 | Registered | 11-Dec-2024 | ARK Therapeutic Services, Inc. |
| United States of America | CHEWTH PICK | 6113991 | 28-Jul-2020 | Registered | 28-Jul-2026 | ARK Therapeutic Services, Inc. |
| United States of America | CHEWVANA | 6463872 | 24-Aug-2021 | Registered | 24-Aug-2027 | ARK Therapeutic |

| Jurisdiction / Country | Trademark | Reg. No. | Reg. Date | Status | Next Renewal or Maintenance Due | Record Owner Name |
|--------------------------|------------------------|----------|-------------|------------|---------------------------------|--------------------------------|
| | | | | | | Services, Inc. |
| United States of America | DINO-BITE | 5636138 | 25-Dec-2018 | Registered | 25-Dec-2024 | ARK Therapeutic Services, Inc. |
| United States of America | DNZ-VIBE | 3549983 | 23-Dec-2008 | Registered | 23-Dec-2028 | ARK Therapeutic Services, Inc. |
| United States of America | DRAGON BITE | 5965910 | 21-Jan-2020 | Registered | 21-Jan-2026 | ARK Therapeutic Services, Inc. |
| United States of America | GRABBER | 3170745 | 14-Nov-2006 | Registered | 14-Nov-2026 | ARK Therapeutic Services, Inc. |
| United States of America | GRABBER XT | 3123067 | 01-Aug-2006 | Registered | 1-Aug-2026 | ARK Therapeutic Services, Inc. |
| United States of America | KRYPTO-BITE | 5636136 | 25-Dec-2018 | Registered | 25-Dec-2024 | ARK Therapeutic Services, Inc. |
| United States of America | LIP BLOK | 4217892 | 02-Oct-2012 | Registered | 2-Oct-2032 | ARK Therapeutic Services, Inc. |
| United States of America | LULLABITES | 5241845 | 11-Jul-2017 | Registered | 11-Jan-2024 (final deadline) | ARK Therapeutic Services, Inc. |
| United States of America | MAROON SPOON | 7124262 | 01-Aug-2023 | Registered | 1-Aug-2029 | ARK Therapeutic Services, Inc. |
| United States of America | SIP-TIP | 2698567 | 18-Mar-2003 | Registered | 18-Mar-2033 | ARK Therapeutic Services, Inc. |
| United States of America | TETRA-BITE | 6042713 | 28-Apr-2020 | Registered | 28-Apr-2026 | ARK Therapeutic Services, Inc. |
| United States of America | TRAN-QUILL | 5772625 | 11-Jun-2019 | Registered | 11-Jun-2025 | ARK Therapeutic Services, Inc. |
| United States of America | WE'VE GOT CHEW COVERED | 5967648 | 21-Jan-2020 | Registered | 21-Jan-2026 | ARK Therapeutic Services, Inc. |

| Jurisdiction / Country | Trademark | Reg. No. | Reg. Date | Status | Next Renewal or Maintenance Due | Record Owner Name |
|-------------------------------|------------------|-----------------|------------------|---------------|--|--------------------------------|
| United States of America | WINGAMAJIGS | 6310719 | 30-Mar-2021 | Registered | 30-Mar-2027 | ARK Therapeutic Services, Inc. |
| United States of America | WRITE-N-BITE | 5625577 | 11-Dec-2018 | Registered | 11-Dec-2024 | ARK Therapeutic Services, Inc. |
| United States of America | Z-GRABBER | 4343589 | 28-May-2013 | Registered | 28-May-2033 | ARK Therapeutic Services, Inc. |
| United States of America | Z-VIBE | 3293868 | 18-Sep-2007 | Registered | 18-Sep-2027 | ARK Therapeutic Services, Inc. |