

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI33137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNG MIRACLE PET, LLC		02/16/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, as Administrative Agent		
Street Address:	c/o Cortland Capital Market Services LLC, 225 W. Washington Street, 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87950524	MAKING HEALTHY HAPPEN	
Serial Number:	86755518	CANINE CAFE	
Serial Number:	86755624	FELINE CAFE	
Serial Number:	86685414	BAG-O-BONES	
Serial Number:	86685448	BONUS BITES	
Serial Number:	86205909	HOMESTYLE COMPLETE	
Serial Number:	85752547	BAG-O-CHEWS	
Serial Number:	85035225	BRAVO!	
Serial Number:	78646887	BRAVO! THE DIET DESIGNED BY NATURE	
Serial Number:	75367475	BRAVO	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	3125778438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		

CH \$265.00.00 87950524

Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	Raquel Haleem
DATE SIGNED:	02/16/2024
Total Attachments: 5 source=varagon brightpet trademark security agreement draft 2024 (BNG Miracle) EXECUTED#page1.tif source=varagon brightpet trademark security agreement draft 2024 (BNG Miracle) EXECUTED#page2.tif source=varagon brightpet trademark security agreement draft 2024 (BNG Miracle) EXECUTED#page3.tif source=varagon brightpet trademark security agreement draft 2024 (BNG Miracle) EXECUTED#page4.tif source=varagon brightpet trademark security agreement draft 2024 (BNG Miracle) EXECUTED#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of February 16, 2024, by and between BNG MIRACLE PET, LLC, a Delaware limited liability company ("Grantor") and VARAGON CAPITAL PARTNERS AGENT, LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor and Grantee have entered into a Pledge and Security Agreement, dated October 6, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Grantor and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:

1. Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of Grantor's right, title and interest in and to the Trademarks solely for the purpose of securing Grantor's payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.
3. Upon the Payment in Full of the Obligations, Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor releasing the security interest in the Trademarks granted under this Trademark Security Agreement.
4. This Trademark Security Agreement 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

BNG MIRACLE PET, LLC, as Grantor

By: 
Name: Michael Krueger
Title: Chief Financial Officer

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: Varagon Capital Partners, L.P., its Sole Member

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

BNG MIRACLE PET, LLC, as Grantor

By: _____
Name: _____
Title: _____

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: Varagon Capital Partners, L.P., its Sole Member

By: T-R
Name: Terry Robinson
Title: Senior Managing Director

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner of Record
MAKING HEALTHY HAPPEN	87950524	6/06/18	5846608	8/27/19	BNG Miracle Pet, LLC
CANINE CAFE	86755518	9/14/15	4955530	5/10/16	BNG Miracle Pet, LLC
FELINE CAFE	86755624	9/14/15	4955531	5/10/16	BNG Miracle Pet, LLC
BAG-O-BONES	86685414	7/07/15	4901292	2/16/16	BNG Miracle Pet, LLC
BONUS BITES	86685448	7/07/15	5034436	9/06/16	BNG Miracle Pet, LLC
HOMESTYLE COMPLETE	86205909	2/27/14	4740364	5/19/15	BNG Miracle Pet, LLC
BAG-O-CHEWS	85752547	10/12/12	4580835	8/05/14	BNG Miracle Pet, LLC
BRAVO!	85035225	5/11/10	3971816	5/31/11	BNG Miracle Pet, LLC
BRAVO! THE DIET DESIGNED BY NATURE	78646887	6/09/05	3269610	7/24/07	BNG Miracle Pet, LLC
BRAVO	75367475	10/03/97	2305176	1/04/00	BNG Miracle Pet, LLC