

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI65146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAMP BOW WOW FRANCHISING, INC.		03/01/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ARES CAPITAL CORPORATION, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4467207		
Registration Number:	4566177		
Registration Number:	5519449	WHERE A DOG CAN BE A DOG.	
Registration Number:	5519583	SEIZE THE PLAY	
Registration Number:	5519582	HAPPY HEALTHY PETS, HAPPY HEALTHY PEOPLE BY CAMP BOW WOW	
Registration Number:	5451586	CAMP BOW WOW	
Registration Number:	4574377	CLUB BOW WOW	
Registration Number:	5664748	A DOG GONE GOOD TIME! CAMP BOW WOW	
Registration Number:	5529134	CAMP BOW WOW	
Registration Number:	4686913	HAPPY HEALTHY PETS, HAPPY HEALTHY PEOPLE BY CAMP BOW WOW	
Registration Number:	5488343	SEIZE THE PLAY	
Registration Number:	5758242	SEIZE THE PLAY	
Registration Number:	2954646	CAMP BOW WOW	
Registration Number:	4656275	WHERE A GOOD DOG CAN BE A GREAT DOG!	
Registration Number:	3090970	ALL DAY PLAY SNOOZE THE NIGHT AWAY	
Registration Number:	5025152	CAMP BOW WOW	
Registration Number:	5172327	CAMP BOW WOW LIL' CAMPERS	

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Property Type	Number	Word Mark
Registration Number:	3229856	PREMIER DOGGY DAY AND OVERNIGHT CAMP
Registration Number:	3260512	WHERE A DOG CAN BE A DOG.
Registration Number:	3260511	WHERE A DOG CAN BE A DOG.
Registration Number:	3274782	WHERE A DOG CAN BE A DOG.
Registration Number:	3297610	CERTIFIED CAMP COUNSELORS
Registration Number:	3297609	CERTIFIED CAMP COUNSELORS
Registration Number:	3364523	CAMP BOW WOW
Registration Number:	3818276	401K-9
Registration Number:	4141449	A DOG GONE GOOD TIME
Registration Number:	4188751	CAMP BOW WOW A DOG GONE GOOD TIME!

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 3125778265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337285-134
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	Kristin Brozovic
DATE SIGNED:	03/01/2024

Total Attachments: 9

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of March 1, 2024 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantor*”), in favor of Ares Capital Corporation, a Maryland corporation (“*Ares*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among DISPLAY HOLDING COMPANY, INC., a Delaware corporation, as the Co-Borrower (the “*Co-Borrower*”), SALDON HOLDINGS, INC., a Delaware corporation, as the Administrative Borrower (the “*Administrative Borrower*” together with the Co-Borrower, the “*Borrower*”), PROPELLED BRANDS HOLDINGS INC., a Delaware corporation, as Holdings (“*Holdings*”), the Restricted Subsidiaries of the Borrower signatory thereto as guarantors or hereafter designated as Guarantors pursuant to Section 9.10 therein, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Ares Capital Corporation, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and as Collateral Agent (together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered the Security Pledge Agreement, dated as of March 13, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, the Grantor's right, title and interest in, to and under all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any "intent-to-use" application for a trademark registration shall not be deemed Collateral or Trademark Collateral unless and until a "statement of use" or "amendment to allege use" is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the Grantor in such trademarks is no longer on an "intent-to-use" basis, at which time such trademarks shall automatically be deemed "Trademark Collateral" hereunder.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CAMP BOW WOW FRANCHISING, INC.,
a Delaware corporation,
as Grantor

DocuSigned by:
Catherine Monson
By: _____
Name: Catherine Monson
Title: President and Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008359 FRAME: 0479

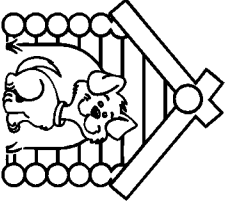

ARES CAPITAL CORPORATION,
a Maryland corporation, as Collateral Agent


By: M. Kort Schnabel

Name: M. Kort Schnabel


Title: Authorized Signatory

SCHEDULE A
U.S. Trademarks and Applications

Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
(Device Only) 	85669290	07/05/2012	4467207	01/14/2014	Camp Bow Wow Franchising, Inc.
(Device Only) 	85669359	07/05/2012	4566177	07/15/2014	Camp Bow Wow Franchising, Inc.
WHERE A DOG CAN BE A DOG.	87724885	12/18/2017	5519449	07/17/2018	Camp Bow Wow Franchising, Inc.
SEIZE THE PLAY	87730069	12/21/2017	5519583	07/17/2018	Camp Bow Wow Franchising, Inc.
HAPPY HEALTHY PETS, HAPPY HEALTHY PEOPLE BY CAMP BOW WOW	87730033	12/21/2017	5519582	07/17/2018	Camp Bow Wow Franchising, Inc.

CAMP BOW WOW	87589988	08/30/2017	5451586	04/24/2018	Camp Bow Wow Franchising, Inc.
CAMP BOW WOW					
CLUB BOW WOW	85901150	04/11/2013	4574377	07/29/2014	Camp Bow Wow Franchising, Inc.
A DOG GONE GOOD TIME! CAMP BOW WOW	87722799	12/15/2017	5664748	01/29/2019	Camp Bow Wow Franchising, Inc.
					
CAMP BOW WOW	87723175	12/15/2017	5529134	07/31/2018	Camp Bow Wow Franchising, Inc.
HAPPY HEALTHY PETS, HAPPY HEALTHY PEOPLE BY CAMP BOW WOW	86141214	12/11/2013	4686913	02/17/2015	Camp Bow Wow Franchising, Inc.
SEIZE THE PLAY	87977403	04/26/2017	5488343	06/05/2018	Camp Bow Wow Franchising, Inc.
SEIZE THE PLAY	87426478	04/26/2017	5758242	05/21/2019	Camp Bow Wow Franchising, Inc.

CAMP BOW WOW	78202868	01/14/2003	2954646	05/24/2005	Camp Bow Wow Franchising, Inc.
WHERE A GOOD DOG CAN BE A GREAT DOG!	86276207	05/08/2014	4656275	12/16/2014	Camp Bow Wow Franchising, Inc.
ALL DAY PLAY SNOOZE THE NIGHT AWAY	78299267	09/11/2003	3090970	05/09/2006	Camp Bow Wow Franchising, Inc.
CAMP BOW WOW	86681552	07/02/2015	5025152	08/23/2016	Camp Bow Wow Franchising, Inc.
CAMP BOW WOW LIL' CAMPERS	86751081	09/09/2015	5172327	03/28/2017	Camp Bow Wow Franchising, Inc.
PREMIER DOGGY DAY AND OVERNIGHT CAMP	78911676	06/19/2006	3229856	04/17/2007	Camp Bow Wow Franchising, Inc.
WHERE A DOG CAN BE A DOG.	78851821	03/31/2006	3260512	07/10/2007	Camp Bow Wow Franchising, Inc.
WHERE A DOG CAN BE A DOG.	78851818	03/31/2006	3260511	07/10/2007	Camp Bow Wow Franchising, Inc.
WHERE A DOG CAN BE A DOG.	78849788	03/30/2006	3274782	08/07/2007	Camp Bow Wow Franchising, Inc.
CERTIFIED CAMP COUNSELORS	78863066	04/17/2006	3297610	09/25/2007	Camp Bow Wow Franchising, Inc.
CERTIFIED CAMP COUNSELORS	78863059	04/17/2006	3297609	09/25/2007	Camp Bow Wow Franchising, Inc.

CAMP BOW WOW	77099730	02/05/2007	3364523	01/08/2008	Camp Bow Wow Franchising, Inc.
401K-9	77896052	12/17/2009	3818276	07/13/2010	Camp Bow Wow Franchising, Inc.
A DOG GONE GOOD TIME	85324658	05/19/2011	4141449	05/15/2012	Camp Bow Wow Franchising, Inc.
CAMP BOW WOW A DOG GONE GOOD TIME!	85150075	10/11/2010	4188751	08/14/2012	Camp Bow Wow Franchising, Inc.
					

TRADEMARK

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RECORDED: 03/01/2024