

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM152509

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF MONTREAL		10/05/2023	NATIONAL BANKING ASSOCIATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	CIT NORTHBRIDGE CREDIT LLC		
<b>Street Address:</b>	11 West 42nd Street, 13th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97384499	ALL YOU NEED IS RAW	
<b>Registration Number:</b>	5450276	THE POWER & TASTE OF RAW IN EVERY BITE	
<b>Registration Number:</b>	7147233	REAL FOOD, REAL TASTY!	
<b>Registration Number:</b>	6224764	MEAL MIXERS	
<b>Registration Number:</b>	5651499	WILD WEENIES	
<b>Registration Number:</b>	6018928		
<b>Registration Number:</b>	4969339	A LITTLE RAW GOES A LONG WAY	
<b>Registration Number:</b>	4969338	KICKSTART YOUR KIBBLE	
<b>Registration Number:</b>	5608337	STELLA'S STEW	
<b>Registration Number:</b>	5916868	MARIE'S MAGICAL DINNER DUST	
<b>Registration Number:</b>	6544597	STELLA & CHEWY'S	
<b>Registration Number:</b>	6191074	MARIE'S MIX-INS	
<b>Registration Number:</b>	6555101	STELLA & CHEWY'S ONLY THE GOOD STUFF	
<b>Registration Number:</b>	6539962	SIMPLY STELLA'S	
<b>Registration Number:</b>	6539961	STELLA'S SOLUTIONS	
<b>Registration Number:</b>	6142439	MARIE'S KITCHEN	
<b>Registration Number:</b>	6154141	CARNIVORE CRAVINGS	
<b>Registration Number:</b>	7166694	SUPERBLENDS	

CH \$765.00.00 97384499

Property Type	Number	Word Mark
Registration Number:	6494758	STELLA'S SHREDRS
Registration Number:	6494759	WILD RED
Registration Number:	7177887	STELLA & CHEWY'S FRESHMADE
Registration Number:	6161874	STELLA & CHEWY'S
Registration Number:	3404944	CARNIVORE CRUNCH
Registration Number:	3408555	STELLA & CHEWY'S
Registration Number:	3908477	SECUREBYNATURE
Registration Number:	3706089	DUCK DUCK GOOSE
Registration Number:	4261558	ONLY THE GOOD STUFF
Registration Number:	3414286	CARNIVORE KISSES
Registration Number:	3720868	
Registration Number:	6003829	STELLA'S ESSENTIALS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2122942684  
**Email:** mnocera@winston.com  
**Correspondent Name:** Melissa Nocera  
**Address Line 1:** Winston & Strawn LLP  
**Address Line 2:** 299 Park Avenue  
**Address Line 4:** New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	180808.6
<b>NAME OF SUBMITTER:</b>	MELISSA NOCERA
<b>SIGNATURE:</b>	MELISSA NOCERA
<b>DATE SIGNED:</b>	03/11/2024

**Total Attachments: 14**

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**ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Agreement”), dated as of October 5, 2023 (the “Effective Date”), is by and among BANK OF MONTREAL (“BOM”), in its capacity as administrative agent under that certain Intellectual Property Security Agreement, dated as of May 5, 2023, as amended from time to time prior to the date hereof (the “Original Security Agreement”) and CIT NORTHBRIDGE CREDIT LLC, a Delaware limited liability company (“CIT”), in its capacity as successor administrative agent to BOM under that certain Amended and Restated Credit and Security Agreement, dated as of January 15, 2020 (as amended, restated, amended and restated, modified or supplemented from time to time, the “Credit Agreement”), by and among Grantor (as defined below), as the borrower thereunder, the other Loan Parties from time to time party thereto, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and CIT, in its capacity as administrative agent (as successor administrative agent to BOM) (“Administrative Agent”).

**WITNESSETH:**

WHEREAS, Stella & Chewy’s LLC, a Delaware limited liability company (“Grantor”), and BOM are parties to the Original Security Agreement;

WHEREAS, pursuant to the Credit Agreement, BOM has assigned all of its rights, remedies, title and interests as Administrative Agent under the Original Security Agreement, including, without limitation, a lien on and security interest in and to the IP Collateral (as defined in the Original Security Agreement) (the “Security Interest”) to CIT, and CIT is now the “Administrative Agent” under and as defined in the Credit Agreement;

WHEREAS, the Security Interest assigned to CIT includes, without limitation, a lien on and security interest in and to the trademark registrations and applications set forth on Schedule 1 (the “Trademarks”), the patents set forth on Schedule 2 (the “Patents”) and the copyright registrations set forth on Schedule 3 (the “Copyrights”);

WHEREAS, the Security Interest, as previously held by BOM, has been recorded (i) in the United States Patent and Trademark Office with respect to the Trademarks pursuant to the Trademark Security Agreements identified on Exhibit A-1 and with respect to the Patents pursuant to the Patent Security Agreements identified on Exhibit A-2 and (ii) in the United States Copyright Office with respect to the Copyrights pursuant to the Copyright Security Agreements identified on Exhibit A-3;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Definitions. Unless otherwise defined herein, terms used herein which are defined in the Original Security Agreement shall have the meanings given to such terms in the Original Security Agreement.

2. Assignment of Security Interest in Intellectual Property.

2.1 Assigned Security Interest. Effective as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BOM hereby assigns to CIT all of its rights, powers, privileges and duties under, and CIT hereby succeeds to all of BOM’s rights, powers, privileges and duties in and to any and all security interests and liens of any type created under or pursuant to those instruments and documents (each as amended and in effect from time to time) described on the attached Exhibits A-1, A-2 and A-3, together with any and all other documents,

guarantees and security agreements executed at any time in connection therewith for the benefit of the Administrative Agent, and including, without limitation, all of BOM's security interests and liens on the Trademarks, Patents and Copyrights (collectively, the "Assigned Security Interest"), in each case without representation, warranty or recourse.

2.2 Authorization. Effective as of the Effective Date, and solely with respect to such instances where BOM's authorization therefor is required, BOM hereby authorizes CIT to file, register and/or record this Agreement with the United States Patent and Trademark Office, the United States Copyright Office and any other similar office for which filing, registration or recordation is reasonably necessary to effect and/or evidence the assignment of the Assigned Security Interest from BOM to CIT.

2.3 Further Assurances. BOM shall use commercially reasonable efforts to execute and deliver, from time to time, upon the reasonable written request of CIT, and at the sole expense of the Grantor, any and all such further instruments and documents and take such further reasonable action as CIT may reasonably deem necessary to obtain the full benefits of the Assigned Security Interest.

3. Effectiveness of Agreement; Miscellaneous.

3.1 Headings. Section, subsection and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

3.2 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

3.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

3.4 GOVERNING LAW. THE PROVISIONS OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE UNITED STATES OF AMERICA AND THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

3.5 Counterparts; Effectiveness. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

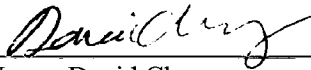
*[remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

BANK OF MONTREAL

By: Patrick Roy  
Name: Patrick Roy  
Title: AVP

CIT NORTHBRIDGE CREDIT LLC

By:   
Name: David Chang  
Title: Authorized Signatory

ACKNOWLEDGED:

GRANTOR:

STELLA & CHEWY'S LLC

By: \_\_\_\_\_



Name: Dean Nolan

Title: Chief Financial Officer

**Exhibit A-1**

**Trademark Security Agreements**

Each of the following Trademark Security Agreements, with respect to all IP Collateral, including the trademark applications and registrations identified in Schedule 1 attached hereto:

1. Intellectual Property Security Agreement dated as of May 5, 2023 among BANK OF MONTREAL, in its capacity as Administrative Agent, and STELLA & CHEWY'S LLC recorded May 16, 2023 at Reel/Frame 8074/0093.
2. Intellectual Property Security Agreement dated as of February 24, 2015 among Bank of Montreal and STELLA & CHEWY'S LLC recorded February 24, 2015 at Reel/Frame 5465/0467.



## **Exhibit A-2**

### **Patent Security Agreements**

Each of the following Patent Security Agreements, with respect to all Collateral, including the patents identified on Schedule 2 attached hereto:

1. Intellectual Property Security Agreement dated as of May 5, 2023 among BANK OF MONTREAL, in its capacity as Administrative Agent, and STELLA & CHEWY'S LLC recorded May 16, 2023 at Reel/Frame 063656/0372.
2. Intellectual Property Security Agreement dated as of February 24, 2015 among Bank of Montreal and STELLA & CHEWY'S LLC recorded February 24, 2015 at Reel/Frame 035019/0963.

**Exhibit A-3**

Copyright Security Agreements


None

## Schedule 1

### Trademarks

Trademark	Registration/Application No. Application/Registration Date	Owner
ALL YOU NEED IS RAW <sup>1</sup>	SN: 97384499 Filed: April 27, 2022	Stella & Chewy's LLC
THE POWER & TASTE OF RAW IN EVERY BITE	RN: 5450276 SN: 87976973 Filed: March 7, 2017 Registered, April 17, 2018	Stella & Chewy's LLC
REAL FOOD, REAL TASTY!	RN: 7147233 SN: 97494227 Filed: July 8, 2022 Registered: August 22, 2023	Stella & Chewy's LLC
MEAL MIXERS	RN: 6224764 SN: 88005579 Filed: June 19, 2018 Registered: December 22, 2020	Stella & Chewy's LLC
WILD WEENIES	RN: 5651499 SN: 87844091 Filed: March 21, 2018 Registered: January 8, 2019	Stella & Chewy's LLC
Design Only 	RN: 6018928 SN: 88613380 Filed: September 11, 2019 Registered: March 24, 2020	Stella & Chewy's LLC
STELLA'S ESSENTIALS	RN: 6003829 SN: 88274468 Filed: January 24, 2019 Registered: March 3, 2020	Stella & Chewy's LLC
A LITTLE RAW GOES A LONG WAY	RN: 4969339 SN: 86317558 Filed: June 23, 2014 Registered: May 31, 2016	Stella & Chewy's LLC
KICKSTART YOUR KIBBLE	RN: 4969338 SN: 86317550 Filed: June 23, 2014 Registered: May 31, 2016	Stella & Chewy's LLC

<sup>1</sup> NTD: Filed as an intent-to-use application and currently remains under Section 1(b). Excluded Asset.

Trademark	Registration/Application No. Application/Registration Date	Owner
STELLA'S STEW	RN: 5608337 SN: 87639643 Filed: October 10, 2017 Registered: November 13, 2018	Stella & Chewy's LLC
MARIE'S MAGICAL DINNER DUST	RN: 5916868 SN: 88363061 Filed: March 29, 2019 Registered: November 19, 2019	Stella & Chewy's LLC
STELLA & CHEWY'S	RN: 6544597 SN: 90430517 Filed: December 30, 2020 Registered: November 2, 2021	Stella & Chewy's LLC
MARIE'S MIX-INS	RN: 6191074 SN: 88595848 Filed: August 28, 2019 Registered: November 3, 2020	Stella & Chewy's LLC
STELLA & CHEWY'S ONLY THE GOOD STUFF and Design 	RN: 6555101 SN: 90488425 Filed: January 26, 2021 Registered: November 9, 2021	Stella & Chewy's LLC
SIMPLY STELLA'S	RN: 6539962 SN: 90548798 Filed: February 26, 2021 Registered: October 26, 2021	Stella & Chewy's LLC
STELLA'S SOLUTIONS	RN: 6539961 SN: 90548794 Filed: February 26, 2021 Registered: October 26, 2021	Stella & Chewy's LLC
MARIE'S KITCHEN	RN: 6142439 SN: 88033930 Filed: July 11, 2018 Registered: September 1, 2020	Stella & Chewy's LLC
CARNIVORE CRAVINGS	RN: 6154141 SN: 88274424 Filed: January 24, 2019 Registered: September 15, 2020	Stella & Chewy's LLC

Trademark	Registration/Application No. Application/Registration Date	Owner
SUPERBLENDS	RN: 7166694 SN: 90813359 Filed: July 6, 2021 Registered: September 19, 2023	Stella & Chewy's LLC
STELLA'S SHREDRS	RN: 6494758 SN: 90075671 Filed: July 27, 2020 Registered: September 21, 2021	Stella & Chewy's LLC
WILD RED	RN: 6494759 SN: 90075677 Filed: July 27, 2020 Registered: September 21, 2021	Stella & Chewy's LLC
STELLA & CHEWY'S FRESHMADE	RN: 7177887 SN: 97394086 Filed: May 4, 2022 Registered: September 26, 2023	Stella & Chewy's LLC
STELLA & CHEWY'S and Design 	RN: 6161874 SN: 88614292 Filed: September 12, 2019 Registered: September 29, 2020	Stella & Chewy's LLC
CARNIVORE CRUNCH	RN: 3404944 SN: 77239967 Filed: July 26, 2007 Registered: April 1, 2008	Stella & Chewy's LLC
STELLA & CHEWY'S	RN: 3408555 SN: 77239962 Filed: July 26, 2007 Registered: April 8, 2008	Stella & Chewy's LLC
SECUREBYNATURE	RN: 3908477 SN: 77599510 Filed: October 23, 2008 Registered: January 18, 2011	Stella & Chewy's LLC
DUCK DUCK GOOSE	RN: 3706089 SN: 77392225 Filed: February 8, 2008 Registered: November 3, 2009	Stella & Chewy's LLC
ONLY THE GOOD STUFF	RN: 4261558 SN: 85641393	Stella & Chewy's LLC

Trademark	Registration/Application No. Application/Registration Date	Owner
	Filed: June 1, 2012 Registered: December 18, 2012	
CARNIVORE KISSES	RN: 3414286 SN: 77239977 Filed: July 26, 2007 Registered: April 22, 2008	Stella & Chewy's LLC
Design Only 	RN: 3720868 SN: 77599506 Filed: October 23, 2008 Registered: December 8, 2009	Stella & Chewy's LLC

**Schedule 2**

**Patents**

Title	Jurisdiction	Patent Number	Date Granted	Serial Number/Application Date
Method and System for Reducing Pathogens	United States	8,383,177	February 26, 2013	12/502,298 July 14, 2009

**Schedule 3**

**Copyrights**

None