

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stella & Chewy's LLC		02/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	770 N. Water St.		
Internal Address:	Attn: Neil Riegelman		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3404944	CARNIVORE CRUNCH	
Registration Number:	3408555	STELLA & CHEWY'S	
Registration Number:	3414286	CARNIVORE KISSES	
Registration Number:	3706089	DUCK DUCK GOOSE	
Registration Number:	3720868		
Registration Number:	3908477	SECUREBYNATURE	
Registration Number:	4125986	SECUREBYNATURE	
Registration Number:	4261558	ONLY THE GOOD STUFF	
Serial Number:	86317550	KICKSTART YOUR KIBBLE	
Serial Number:	86317558	A LITTLE RAW GOES A LONG WAY	
CORRESPONDENCE DATA			
Fax Number:	6082832275		
<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:	608-283-0132		
Email:	kateelin@michaelbest.com		
Correspondent Name:	Kelly Teelin		
Address Line 1:	1 S. Pinckney St., Ste. 700		

OP \$265.00 3404944

TRADEMARK

Address Line 2: Michael Best & Friedrich LLP
Address Line 4: Madison, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 063053-0446

NAME OF SUBMITTER: Kelly Teelin

SIGNATURE: /s/ Kelly Teelin

DATE SIGNED: 02/24/2015

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*IP Security Agreement*”), dated as of February 24, 2015, is made by STELLA & CHEWY’S LLC, a Delaware limited liability company (the “*Grantor*”) in favor of BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (the “*Administrative Agent*”), as Administrative Agent for the secured parties under the Credit Agreement referred to below (the “*Secured Parties*”).

WHEREAS, Grantor has entered into a Credit Agreement, dated as of February 24, 2015 (the “*Credit Agreement*”), with the Administrative Agent, the lenders (the “*Lenders*”) from time to time parties thereto, and the guarantors (the “*Guarantors*”) from time to time parties thereto.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to the Administrative Agent that certain Security Agreement, dated as of February 24, 2015, made by and among the Grantor and the Administrative Agent (the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Administrative Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*IP Collateral*”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

7. Notices. All written notices and other communications required hereunder shall be sent to the addresses as follows:

Before April 1, 2015
STELLA & CHEWY'S LLC
2842 S. 5th Ct.
Milwaukee, WI 53207
Attn: Jen Guzman
Fax: (414) 747-9741
Email: jguzman@stellaandchewys.com

BANK OF MONTREAL
770 N. Water St.
Milwaukee, WI 53202
Attn: Neil Riegelman
Fax: (414) 765-7760
Email: neil.riegelman@bmo.com

After April 1, 2015
STELLA & CHEWY'S LLC
111 West Oakview Parkway
Oak Creek, WI 53154
Attn: Jen Guzman
Fax: (414) 747-9741
Email: jguzman@stellaandchewys.com

[Signatures on Following Page]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STELLA & CHEWY'S LLC

By 

Name: Jennifer Guzman

Title: Chief Executive Officer

BANK OF MONTREAL,
as Administrative Agent

By _____

Name: Neil Riegelman

Title: Vice President

TRADEMARK

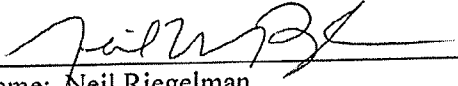
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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STELLA & CHEWY'S LLC

By _____
Name: Jennifer Guzman
Title: Chief Executive Officer

BANK OF MONTREAL,
as Administrative Agent

By  _____
Name: Neil Riegelman
Title: Vice President

**SCHEDULE 1
PATENTS AND PATENT APPLICATIONS**

U.S. Patent Registrations


<u>Owner</u>	<u>Patent Number</u>	<u>Issue Date</u>
Stella & Chewy's LLC	8,383,177	02/26/2013

U.S. Published Patent Applications

None.

**SCHEDULE 2
TRADEMARK REGISTRATIONS AND APPLICATIONS**

U.S. Trademarks Registrations

<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Stella & Chewy's LLC	CARNIVORE CRUNCH	04/01/2008	3,404,944
Stella & Chewy's LLC	STELLA & CHEWY'S	04/08/2008	3,408,555
Stella & Chewy's LLC	CARNIVORE KISSES	04/22/2008	3,414,286
Stella & Chewy's LLC	DUCK DUCK GOOSE	11/03/2009	3,706,089
Stella & Chewy's LLC		12/08/2009	3,720,868
Stella & Chewy's LLC	SECUREBYNATURE	01/18/2011	3,908,477
Stella & Chewy's LLC	SECUREBYNATURE	04/10/2012	4,125,986
Stella & Chewy's LLC	ONLY THE GOOD STUFF	12/18/2012	4,261,558

U.S. Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Stella & Chewy's LLC	KICKSTART YOUR KIBBLE	06/23/2014	86317550
Stella & Chewy's LLC	A LITTLE RAW GOES A LONG WAY	06/23/2014	86317558

**SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.