

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TDBBS, LLC		03/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	111 W. MONROE STREET, 20TH FLOOR EAST		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4078190	BARKWORTHIES	
Registration Number:	4256362	BESTBULLYSTICKS	
Registration Number:	4260164	BEST BULLY	
Registration Number:	4260303	BEST BULLY STICKS	
Registration Number:	3698575	PAWLUXURY	
Serial Number:	86511125	DOGGIE DELIGHTS	
Serial Number:	86511121	DOGGIE BARKER	
Serial Number:	86511104	DOGGIE DREAMS	
Serial Number:	86511096	PAMPERED POOCH	
Serial Number:	86511088	PAMPERED PUP	
Serial Number:	87205011	MEOWWORTHIES	
Serial Number:	87205016	JUNIOR BULLY STICKS	
Serial Number:	87313013	TREAT DIFFERENTLY	
Serial Number:	87312998	WHERE DOGS ARE FAMILY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

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Phone: 312-577-8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207545-116

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 03/03/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 3, 2017, is made by the entity listed on the signature page hereof (the “**Grantor**”), in favor of BMO Harris Bank, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among BRP HOLD OX, LLC, a Delaware limited liability company (“**Holdings**”, and as the Borrower prior to the Acquisition and the Debt Pushdown (each as hereinafter defined)), TDBBS, LLC, a Delaware limited liability company (“**Target**” and, upon and after giving effect to the Acquisition and the Debt Pushdown, the “**Borrower**”), the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto 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 Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TDBBS, LLC

By: 

Name: Gregory Birsinger

Title: Secretary and Chief Financial Officer

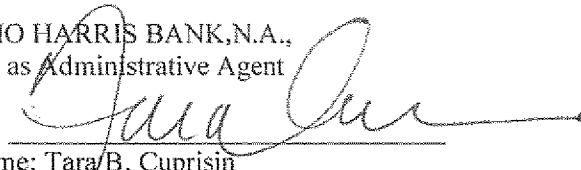
Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006000 FRAME: 0969

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK, N.A.,
as Administrative Agent

By


Name: Tara B. Cuprisin
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Country	Reg. No. (Appl. No.)	Reg. Date (App. Date)	Next Action / Status	Period Opens	Deadline	Record Owner
DOGGIE DELIGHTS	U.S.	(86511125)	(1/22/15)	Statement of Use due 4/20/17	N/A	4/20/17	TDBBS, LLC
DOGGIE BARKER	U.S.	(86511121)	(1/22/15)	Statement of Use due 4/20/17	N/A	4/20/17	TDBBS, LLC
DOGGIE DREAMS	U.S.	(86511104)	(1/22/15)	Statement of Use due 4/20/17	N/A	4/20/17	TDBBS, LLC
BARKWORTHIES	U.S.	4078190	12/27/11	Section 8 & 15 Affidavit due 12/27/17	12/27/16	12/27/17	TDBBS, LLC
BESTBULLYSTICKS	U.S.	4256362	12/11/12	Section 8 & 15 Affidavit due 12/11/18	12/11/17	12/11/18	TDBBS, LLC
BEST BULLY	U.S.	4260164	12/18/12	Section 8 & 15 Affidavit due 12/18/18	12/18/17	12/18/18	TDBBS, LLC
BEST BULLY STICKS	U.S.	4260303	12/18/12	Section 8 & 15 Affidavit due 12/18/18	12/18/17	12/18/18	TDBBS, LLC
PAWLUXURY	U.S.	3698575	10/20/09	Section 8 & 9 Affidavit due 10/20/19	10/20/18	10/20/19	TDBBS, LLC
PAMPERED POOCH	U.S.	(86511096)	(1/22/2015)	Application is suspended	N/A	N/A	TDBBS, LLC
PAMPERED PUP	U.S.	(86511088)	(1/22/2015)	Application is suspended	N/A	N/A	TDBBS, LLC
MEOWWORTHIES	U.S.	(87205011)	(10/17/16)	Pending examining attorney review	N/A	N/A	TDBBS, LLC
JUNIOR BULLY STICKS	U.S.	(87205016)	(10/17/16)	Pending examining attorney review	N/A	N/A	TDBBS, LLC
TREAT DIFFERENTLY	U.S.	(87313013)	(01/25/2017)	Pending examining attorney review	N/A	N/A	TDBBS, LLC
WHERE DOGS ARE FAMILY	U.S.	(87312998)	(01/25/2017)	Pending examining attorney review	N/A	N/A	TDBBS, LLC