

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566189

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Paws & Cherish - Florida, LLC		03/09/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4695074	PAWS & CHERISH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295819		
<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>			
<b>Phone:</b>	(312) 288-3586		
<b>Email:</b>	CLS-ResultsChicagoUCC@wolterskluwer.com		
<b>Correspondent Name:</b>	Nancy Helm Brown		
<b>Address Line 1:</b>	2929 Allen Pkwy		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Houston, TEXAS 77019		
<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia		
<b>SIGNATURE:</b>	/Diandra M. LaMantia/		
<b>DATE SIGNED:</b>	03/10/2020		
<b>Total Attachments: 4</b>			
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source=Trademark Security Agreement (Paws & Cherish, 2020)#page2.tif			
source=Trademark Security Agreement (Paws & Cherish, 2020)#page3.tif			
source=Trademark Security Agreement (Paws & Cherish, 2020)#page4.tif			

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies):**

Paws & Cherish - Florida, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other/limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 9, 2020

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A., as Administrative Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A attached hereto and made a part hereof.

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: \_\_\_\_\_

Email Address: lamantia@chpman.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Diandra M. LaMantia for Chapman and Cutler LLP

March 9, 2020

Signature

Date

Diandra M. LaMantia, Project Assistant

Total number of pages including cover sheet, attachments, and document: 4

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of March 9, 2020, by PAWS & CHERISH – FLORIDA, LLC, a Delaware limited liability company ("*Grantor*"), in favor of BMO HARRIS BANK N.A., having a principal address of 111 West Monroe Street, Chicago, Illinois 60603, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor has joined into a Pledge and Security Agreement, dated April 1, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), in favor of Grantee pursuant to a security agreement supplement (the "*Joinder*"); and

WHEREAS, pursuant to the Joinder and the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

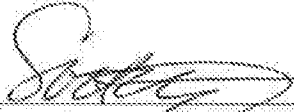
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

PAWS & CHERISH -- FLORIDA, LLC

By: 

Name: Scott Buttz


Title: Chief Operating Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT  
—PAWS & CHERISH -- FLORIDA, LLC (FFPLS)]

**TRADEMARK**  
**REEL: 006886 FRAME: 0662**

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

1) TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER	COUNTRY	MARK	APPLICATION / REGISTRATION NO.	APPLICATION / REGISTRATION DATE
Paws & Cherish – Florida, LLC	USA	<b>PAWS &amp; CHERISH</b>   <u>Paws &amp; Cherish</u>  (Design Mark)	4695074	March 3, 2015

2) COMMON LAW TRADEMARKS

[None].