

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Dot of Happiness, LLC		09/30/2020	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Route 2 Capital Partners SBIC, L.P., as Investor		
Street Address:	110 East Court Street		
Internal Address:	Suite 501		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29601		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6003513	BIGDOT OF HAPPINESS	
Registration Number:	6003512	BIG DOT OF HAPPINESS	
Registration Number:	6003511	BIG DOT OF HAPPINESS	
Registration Number:	4498587	WHERE DOG OWNERS GET PARTY TRAINED	
Registration Number:	3574849	BIG DOT OF HAPPINESS	
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>			
Phone:	4048610888		
Email:	stevensheesley92@gmail.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	2001 Summit Pointe Way NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30329		
ATTORNEY DOCKET NUMBER:	27631.515012		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		

CH \$140.00 6003513

DATE SIGNED:	09/30/2020
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Route 2 Capital Partners SBIC, L.P., a Delaware limited partnership (the “Investor”).

WITNESSETH:

WHEREAS, pursuant to the Investment Agreement, dated as of September 30, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Investment Agreement”), by and among the Company, BDOH Holdco, LLC, a Delaware limited liability company, the other Credit Parties party thereto, and Investor, the Investor has agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Investment Agreement and a Pledge Agreement of even date herewith in favor of Investor (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge Agreement”), to guarantee the Obligations (as defined in the Investment Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Pledge Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Investor to enter into the Investment Agreement and to induce the Investor to make its extensions of credit to the Company thereunder, each Grantor hereby agrees with Investor as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Investor, and grants to Investor 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 and all related Intellectual Property Rights providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) 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. Investment Agreement and Pledge Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Investor pursuant to the Investment Agreement and Pledge Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Investor with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Investment Agreement and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each 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 and all related Intellectual Property Rights subject to a security interest hereunder.

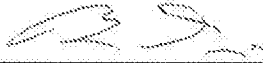
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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, each 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.

BIG DOT OF HAPPINESS, LLC
as Grantor

By: 
Name: Brien Davis
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

ROUTE 2 CAPITAL PARTNERS SBIC, L.P.

as investor

By: 

Name: Jay S. White

Title: Managing Member

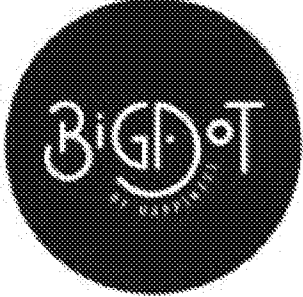
[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARK

Trademark Name	Registration Number	Registration Date
	6003513	March 3, 2020
	6003512	March 3, 2020
<p style="text-align: center;">BIG DOT OF HAPPINESS</p>	6003511	March 3, 2020
<p style="text-align: center;">WHERE DOG OWNERS GET PARTY TRAINED</p>	4498587	March 18, 2014
<p style="text-align: center;">Big Dot of Happiness</p>	3574849	February 17, 2009

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.