

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TDBBS, LLC		02/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5970858	PAW LOVE TREAT EVERY DAY WITH LOVE	
Registration Number:	5798571	QUICK STICKS	
Registration Number:	5725873	BULLYRAWSOMES	
Registration Number:	5771373	BEST BULLY STICKS	
Registration Number:	5808368	BARKWORTHIES NATURALLY HEALTHY. NATURALL	
Registration Number:	5777428	LIGHT CHEWER	
Registration Number:	5777429	MEDIUM CHEWER	
Registration Number:	6014362	HARD CHEWER	
Registration Number:	5777430	POWER CHEWER	
Registration Number:	5783405	TREAT EVERY DAY WITH LOVE	
Registration Number:	6003185	PAW LOVE	
Registration Number:	5718249	BULLY FLAKES	
Registration Number:	5718250	BULLY BITES	
Registration Number:	5555925	AMERICAN PRIDE	
Registration Number:	5616539	BEST BULLY STICKS	
Registration Number:	5616540	BESTBULLYSTICKS	
Registration Number:	5588175	NATURALLY HEALTHY. NATURALLY HAPPY.	
Registration Number:	5729188	PAW LOVE	
Registration Number:	5588148	AMERICAN PRIDE	
TRADEMARK			

CH \$515.00 5970858

Property Type	Number	Word Mark
Registration Number:	5782650	RAWSOMES

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	02/08/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2021 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 March 3, 2017 (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.

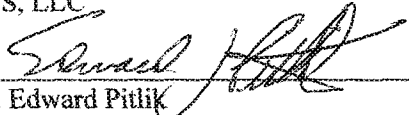
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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

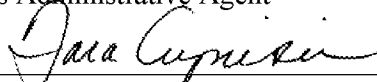
By


Name: Edward Pitlik

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Administrative Agent

By 

Name: Para Cuprisin

Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Country	Reg. No. (Appln. No.)	Reg. Date (App. Date)	Next Action / Status	Record Owner
PAW LOVE TREAT EVERY DAY WITH LOVE	USA	5970858	1/28/20	Registered	TDBBS, LLC
QUICK STICKS	USA	5798571	7/9/19	Registered	TDBBS, LLC
BULLYRAWSOMES	USA	5725873	4/16/19	Registered	TDBBS, LLC
BEST BULLY STICKS	USA	5771373	6/4/19	Registered	TDBBS, LLC
BARKWORTHIES NATURALLY HEALTHY. NATURALLY HAPPY.	USA	5808368	7/16/19	Registered	TDBBS, LLC
LIGHT CHEWER	USA	5777428	6/11/19	Registered	TDBBS, LLC
MEDIUM CHEWER	USA	5777429	6/11/19	Registered	TDBBS, LLC
HARD CHEWER	USA	6014362	3/17/20	Registered	TDBBS, LLC
POWER CHEWER	USA	5777430	6/11/19	Registered	TDBBS, LLC
TREAT EVERYDAY WITH LOVE	USA	5783405	6/18/19	Registered	TDBBS, LLC
PAW LOVE	USA	6003185	3/3/20	Registered	TDBBS, LLC
BULLY FLAKES	USA	5718249	4/2/19	Registered	TDBBS, LLC
BULLY BITES	USA	5718250	4/2/19	Registered	TDBBS, LLC
AMERICAN PRIDE	USA	5555925	9/4/18	Registered	TDBBS, LLC
BEST BULLY STICKS	USA	5616539	11/27/18	Registered	TDBBS, LLC
BESTBULLYSTICKS	USA	5616540	11/27/18	Registered	TDBBS, LLC
NATURALLY HEALTHY. NATURALLY HAPPY.	USA	5588175	10/16/18	Registered	TDBBS, LLC
PAWLOVE	USA	5729188	4/16/19	Registered	TDBBS, LLC
AMERICAN PRIDE	USA	5588148	10/16/18	Registered	TDBBS, LLC
RAWSOME	USA	5782650	6/18/19	Registered	TDBBS, LLC