

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748553

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900711966		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PET FACTORY, LLC		05/27/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	KKR LOAN ADMINISTRATION SERVICES LLC		
Street Address:	30 Hudson Yards		
Internal Address:	Suite 7500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6278932	DIGEST-A-BOOST	
Registration Number:	6115056	CARECHEWZ	
Registration Number:	5711102	TWISTEDZ	
Registration Number:	5397651	PET FACTORY	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	43082.150		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		

DATE SIGNED:	08/15/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of May 27, 2022, by and between Pet Factory, LLC, an Illinois limited liability company ("Grantor"), and KKR LOAN ADMINISTRATION SERVICES LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor and Grantee have entered into a Pledge and Security Agreement, dated March 29, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Grantor and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:

1. Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of Grantor's right, title and interest in and to the Trademarks solely for the purpose of securing Grantor's payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.

2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

3. Upon the Payment in Full of the Obligations, Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor releasing the security interest in the Trademarks granted under this Trademark Security Agreement.

4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

PET FACTORY, LLC,
an Illinois limited liability company

By: 

Name: Petar Katurich

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


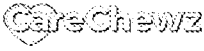


TRADEMARK
REEL: 007780 FRAME: 0775

KKR LOAN ADMINISTRATION SERVICES LLC,
as Administrative Agent

By: John Knox
Name: John Knox
Title: Authorized Signatory

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
1.	DIGEST-A- BOOST 	USA	88/761,434 Jan. 16, 2020	6,278,932 Feb. 23, 2021	Pet Factory, Inc.
2.	CARECHEWZ 	USA	88/647,413 Oct. 09, 2019	6,115,056 Jul. 28, 2020	Pet Factory, Inc.
3.	TWISTEDZ 	USA	87/761,857 Jan. 19, 2018	5,711,102 Mar. 26, 2019	Pet Factory, Inc.
4.	PET FACTORY Pet  Factory	USA	87/260,670 Dec. 07, 2016	5,397,651 Feb. 06, 2018	Pet Factory, Inc.