

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROCCO & ROXIE SUPPLY CO, LLC		04/19/2023	Limited Liability Company: UTAH
BRF PET SUPPLY CO., LLC		04/19/2023	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5967665	ROCCO & ROXIE SUPPLY CO.	
Registration Number:	5879944	ROCCO & ROXIE	
Registration Number:	4969583	ROCCO & ROXIE	
Registration Number:	5535439	ROCCO & ROXIE	
Registration Number:	5054018	ROCCO AND ROXIE	
Registration Number:	5054023	ROCCOANDROXIE.COM	
Registration Number:	5535612		
Registration Number:	6986601	BUBBA'S ROWDY FRIENDS	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		

OP \$215.00 5967665

ATTORNEY DOCKET NUMBER:	1966752
NAME OF SUBMITTER:	Maria Imennova
SIGNATURE:	/Maria Imennova/
DATE SIGNED:	04/20/2023

Total Attachments: 7

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TERM PATENT AND TRADEMARK SECURITY AGREEMENT dated as of April 19, 2023 (this “**Agreement**”), among ROCCO & ROXIE SUPPLY CO, LLC, a Utah limited liability company, BRF PET SUPPLY CO., LLC, a Utah limited liability company, and JEFFERIES FINANCE LLC, as Collateral Agent.

Reference is made to (a) the Term Credit and Guaranty Agreement dated as of April 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among PetIQ Holdings, LLC, a Delaware limited liability company (“**Holdings**”), PetIQ, LLC, an Idaho limited liability company (the “**Borrower**”), certain Subsidiaries of Holdings party thereto, the Lenders party thereto and Jefferies Finance LLC, as Administrative Agent and Collateral Agent, and (b) the Pledge and Security Agreement referred to therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors party hereto are (or are Affiliates of) the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit or as consideration for credit previously extended continuing to be outstanding. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Obligations, each Grantor party hereto pursuant to the Collateral Agreement (or a supplement thereto) did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “**Patent and Trademark Collateral**”):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America or the equivalent thereof in any other country or any political subdivision thereof, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country or any political subdivision thereof, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, adjustments or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, import or export the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals

thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ABL Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent herein and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement or any other Collateral Document, the terms of the ABL Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Collateral Agent acknowledges and agrees that none of the Grantors shall be required to take or refrain from taking any action at the request of the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the ABL Intercreditor Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by fax, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

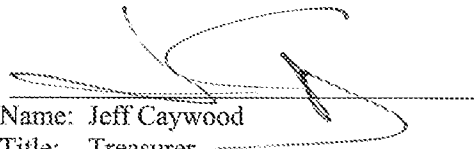
SECTION 6. Incorporation by Reference. The provisions of Sections 6.02, 6.04, 6.05, 6.08, 6.09 and 6.10 of the Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ROCCO & ROXIE SUPPLY CO, LLC
BRF PET SUPPLY CO., LLC, as Grantors

By:


Name: Jeff Caywood
Title: Treasurer

JEFFERIES FINANCE LLC, as Collateral
Agent

By:

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ROCCO & ROXIE SUPPLY CO, LLC
BRF PET SUPPLY CO., LLC, as Grantors

By:

Name: Jeff Caywood
Title: Treasurer

JEFFERIES FINANCE LLC, as Collateral
Agent

By:

Peter Cucchiara
Name:
Title: Peter Cucchiara
Senior Vice President

SCHEDULE I


PATENTS OWNED BY ROCCO & ROXIE SUPPLY CO, LLC AND BRF PET SUPPLY CO., LLC

None.

SCHEDULE II

TRADEMARK/TRADE NAMES OWNED BY ROCCO & ROXIE SUPPLY CO, LLC

Trademarks

Registered Owner	Mark	Registration Number	Registration Date
Rocco & Roxie Supply Co, LLC	ROCCO & ROXIE SUPPLY CO. (words-only)	5967665	1/21/2020
Rocco & Roxie Supply Co, LLC	ROCCO & ROXIE (words-only)	5879944	10/8/2019
Rocco & Roxie Supply Co, LLC	ROCCO & ROXIE (words-only)	4969583	5/31/2016
Rocco & Roxie Supply Co, LLC	ROCCO & ROXIE (words-only)	5535439	8/7/2018
Rocco & Roxie Supply Co, LLC	ROCCO AND ROXIE (words-only)	5054018	10/4/2016
Rocco & Roxie Supply Co, LLC	ROCCOANDROXIE.COM (words-only)	5054023	10/4/2016
Rocco & Roxie Supply Co, LLC		5535612	8/7/2018

Trademark Applications

None.

TRADEMARK/TRADE NAMES OWNED BY BRF PET SUPPLY CO., LLC

Trademarks

Registered Owner	Mark	Registration Number	Registration Date
BRF Pet Supply Co., LLC	BUBBA'S ROWDY FRIENDS (words-only)	6986601	2/21/2023

Trademark Applications

None.