

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM858468

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HIMALAYAN DOG CHEW LLC		04/02/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank, as Agent		
<b>Street Address:</b>	39200 Six Mile road		
<b>Internal Address:</b>	National Documentation Services, MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	A Texas Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 48</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5979848	ABLE	
Registration Number:	5777633	ALWAYS HAPPY TO SEE YOU	
Registration Number:	4886581	AN EVEREST SIZED TREAT	
Registration Number:	5979880	BARKCHEW	
Registration Number:	5409096	BONEHEAD	
Registration Number:	5109420	CHEW & CHEW	
Registration Number:	5771781	CHEW DENSITY	
Registration Number:	5802226	CHEWMETER	
Registration Number:	5766152	CHURRO	
Registration Number:	5233361	CLICK-N-LIX	
Registration Number:	5206644	COCO RINGS	
Registration Number:	5979838	CUBITS	
Registration Number:	5979837	DAGGA	
Registration Number:	5464409	DODDLE	
Registration Number:	5282349	DOGGY POPCORN	
Registration Number:	5248010	FELTY	
Registration Number:	5838536	CHEW GUARDIAN G	
Registration Number:	5838585	CHEW GUARDIAN G	

OP \$1215.00 5979848

Property Type	Number	Word Mark
Registration Number:	5380488	HAPPY TEETH
Registration Number:	5278182	HIMALAYAN
Registration Number:	5380576	HIMALAYAN CORPORATION
Registration Number:	4718832	HIMALAYAN DOG CHEW
Registration Number:	5073569	HIMALAYAN DOG CHEW
Registration Number:	5241552	HIMALAYAN DOG CHEW
Registration Number:	6058377	HIMALAYAN DOG TOY
Registration Number:	5261172	HIMALAYAN DOG TREAT
Registration Number:	5261220	HIMALAYAN PET SUPPLY
Registration Number:	5915946	JUGHEAD
Registration Number:	6149740	KIBBLE BAR
Registration Number:	5233393	KITTYLIX
Registration Number:	4335926	LEAN. LICKABLE. LOVE.
Registration Number:	4335927	LEANLIX
Registration Number:	5278204	LOOM
Registration Number:	5922814	PB&J TIME
Registration Number:	5608623	PEOPLE + PETS + PROGRESS
Registration Number:	5741753	PETAL POPS
Registration Number:	5974087	PICNIC CHICK'N
Registration Number:	5018395	RUFF ROOTS
Registration Number:	4393435	RUN-A-WAY FRANK
Registration Number:	5934189	THE HIMALAYAN WAY
Registration Number:	5248036	THE ORIGINAL
Registration Number:	5337061	USA MADE
Registration Number:	5331434	YAKETY YAK
Registration Number:	5228027	YAKY
Registration Number:	4106838	YAKY YAM
Registration Number:	5612690	YELLOW YAK
Registration Number:	5905597	YOGURT STICKS
Registration Number:	6263081	CHEWMONGOUS

**CORRESPONDENCE DATA**

Fax Number: 7349302494

*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: 2489251921

Email: trademarks@bodmanlaw.com

Correspondent Name: Jennifer M. Hetu

Address Line 1: 201 South Division Street, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

<b>NAME OF SUBMITTER:</b>	Jennifer M. Hetu
<b>SIGNATURE:</b>	/jmh/
<b>DATE SIGNED:</b>	12/05/2023
<b>Total Attachments: 7</b> source=Himalayan Dog Chew -- executed Intellectual Property Security Agreement (Trademarks)#page1.tif source=Himalayan Dog Chew -- executed Intellectual Property Security Agreement (Trademarks)#page2.tif source=Himalayan Dog Chew -- executed Intellectual Property Security Agreement (Trademarks)#page3.tif source=Himalayan Dog Chew -- executed Intellectual Property Security Agreement (Trademarks)#page4.tif source=Himalayan Dog Chew -- executed Intellectual Property Security Agreement (Trademarks)#page5.tif source=Himalayan Dog Chew -- executed Intellectual Property Security Agreement (Trademarks)#page6.tif source=Himalayan Dog Chew -- executed Intellectual Property Security Agreement (Trademarks)#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

### (Trademarks)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of April 2, 2021, between the undersigned (the "Debtor") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Himalayan Dog Chew LLC, a Delaware limited liability company ("Borrower"), Himalayan Holdings, Inc., a Delaware corporation, the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby pledge, collaterally assign (as collateral), and grant to the Secured Party a continuing lien on and security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter arising or acquired and wherever located:

(a) all license agreements with any other Person in connection with any of the trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license

agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses, all to the extent the foregoing are Collateral in the Security Agreement (by way of illustration and not limitation, General Intangibles, Proceeds, and Commercial Tort Claims, as set forth in Sections 1.1 and 2.1 of the Security Agreement); and

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (iii) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin; all to the extent the foregoing are Collateral in the Security Agreement (by way of illustration and not limitation, Intellectual Property Collateral, General Intangibles, Proceeds, and Commercial Tort Claims, as set forth in Sections 1.1. and 2.1 of the Security Agreement).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


DEBTOR:

**HIMALAYAN DOG CHEW LLC**

By:   
Name: ~~Scott Gordon~~  
Its: Chief Financial Officer

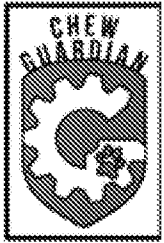
SECURED PARTY:

COMERICA BANK, as Agent

By:   
Name: David J. Zablocki  
Title: Vice President

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

<b>TRADEMARKS</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Serial Number</b>	<b>Registration Numbers</b>	<b>Registration Dates</b>
ABLE	US Federal	Himalayan Dog Chew LLC	88463827	5979848	2/4/2020
ALWAYS HAPPY TO SEE YOU	US Federal	Himalayan Dog Chew LLC	88104219	5777633	6/11/2019
AN EVEREST SIZED TREAT	US Federal	Himalayan Dog Chew LLC	86/343,473	4886581	1/12/2016
BarkCHEW	US Federal	Himalayan Dog Chew LLC	88550280	5979880	2/4/2020
BONEHEAD	US Federal	Himalayan Dog Chew LLC	87477945	5409096	2/20/2018
CHEW & CHEW	US Federal	Himalayan Dog Chew LLC	87041501	5109420	12/27/2016
CHEW DENSITY	US Federal	Himalayan Dog Chew LLC	88201100	5771781	6/4/2019
CHEWMETER	US Federal	Himalayan Dog Chew LLC	88081538	5802226	7/9/2019
CHURRO	US Federal (Supplemental)	Himalayan Dog Chew LLC	88217529	5766152	5/28/2019
CLICK·N·LIX	US Federal	Himalayan Dog Chew LLC	86/836,065	5233361	6/27/2017
COCO Rings	US Federal (Supplemental)	Himalayan Dog Chew LLC	87247138	5206644	5/16/2017
CUBITS	US Federal	Himalayan Dog Chew LLC	88459423	5979838	2/4/2020
DAGGA	US Federal	Himalayan Dog Chew LLC	88459408	5979837	2/4/2020
DODDLE	US Federal	Himalayan Dog Chew LLC	87631629	5464409	5/8/2018
Doggy Popcorn	US Federal	Himalayan Dog Chew LLC	87060573	5282349	9/5/2017
FELTY	US Federal (Supplemental)	Himalayan Dog Chew LLC	87309162	5248010	7/18/2017
CHEW GUARDIAN G and Design 	US Federal	Himalayan Dog Chew LLC	88252732	5838536	8/20/2019
CHEW GUARDIAN G and Design	US Federal	Himalayan Dog Chew LLC	88258270	5838585	8/20/2019



TRADEMARKS	Jurisdiction	Owner	Serial Number	Registration Numbers	Registration Dates
					
HAPPY TEETH	US Federal	Himalayan Dog Chew LLC	87506817	5380488	1/16/2018
HIMALAYAN (LOGO)	US Federal	Himalayan Dog Chew LLC	87260123	5278182	8/29/2017
HIMALAYAN CORPORATION	US Federal	Himalayan Dog Chew LLC	87514762	5380576	1/16/2018
HIMALAYAN DOG CHEW	US Federal	Himalayan Dog Chew LLC	86/005,767	4718832	4/14/2015
HIMALAYAN DOG CHEW	US Federal	Himalayan Dog Chew LLC	86/007167	5073569	11/1/2016
HIMALAYAN DOG CHEW (LOGO)	US Federal	Himalayan Dog Chew LLC	87284725	5241552	7/11/2017
HIMALAYAN DOG TOY	US Federal	Himalayan Dog Chew LLC	88662052	6058377	5/19/2020
HIMALAYAN DOG TREAT	US Federal	Himalayan Dog Chew LLC	87310927	5261172	8/8/2017
HIMALAYAN PET SUPPLY	US Federal	Himalayan Dog Chew LLC	87330769	5261220	8/8/2017
JUGHEAD	US Federal	Himalayan Dog Chew LLC	88039754	5915946	11/19/2019
KIBBLE BAR	US Federal (Supplemental Register)	Himalayan Dog Chew LLC	88383711	6149740	9/8/2020
KITTYLIX	US Federal	Himalayan Dog Chew LLC	86/862,157	5233393	7/27/2017
LEAN. LICKABLE. LOVE.	US Federal	Himalayan Dog Chew LLC	85/530,498	4335926	5/14/2013
LEANLIX (LOGO)	US Federal	Himalayan Dog Chew LLC	85/530,499	4335927	5/14/2013
LOOM	US Federal	Himalayan Dog Chew LLC	87309156	5278204	8/29/2017
PB&J TIME	US Federal	Himalayan Dog Chew LLC	88350461	5922814	11/26/2019
PEOPLE + PETS + PROGRESS	US Federal	Himalayan Dog Chew LLC	87766595	5608623	11/13/2018
PETAL POPS	US Federal	Himalayan Dog Chew LLC	88047274	5741753	4/30/2019
PICNIC CHICK'N	US Federal	Himalayan Dog Chew LLC	88350446	5974087	1/28/2020
RUFF ROOTS	US Federal	Himalayan Dog Chew LLC	86/343,609	5018395	8/9/2016
RUN-A-WAY FRANK	US Federal	Himalayan Dog Chew LLC	85/615,766	4393435	8/27/2013
THE HIMALAYAN WAY	US Federal	Himalayan Dog Chew LLC	88381200	5934189	12/10/2019
THE ORIGINAL	US Federal (Supplemental)	Himalayan Dog Chew LLC	87324340	5248036	7/18/2017

<b>TRADEMARKS</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Serial Number</b>	<b>Registration Numbers</b>	<b>Registration Dates</b>
	Register)				
USA MADE LOGO	US Federal	Himalayan Dog Chew LLC	87312296	5337061	11/14/2017
YAKETY YAK	US Federal	Himalayan Dog Chew LLC	87309096	5331434	11/7/2017
YAKY	US Federal	Himalayan Dog Chew LLC	87242052	5228027	6/20/2017
YAKY YAM	US Federal	Himalayan Dog Chew LLC	85/284,135	4106838	2/28/2012
YELLOW YAK	US Federal	Himalayan Dog Chew LLC	87385270	5612690	11/20/2018
YOGURT STICKS	US Federal (Supplemental Register)	Himalayan Dog Chew LLC	88459413	5905597	11/5/2019
CHEWMONGOUS	US Federal	Himalayan Dog Chew LLC	88904966	6263081	2/2/2021