

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIMALAYAN DOG CHEW LLC		01/18/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent for Lenders		
Street Address:	39200 Six Mile road		
Internal Address:	National Documentation Services, MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	A Texas Banking Association: TEXAS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6720288	BARKEETOS	
Registration Number:	5463120	ECOKIND PET TREATS	
Registration Number:	5397950	ECOKIND PET TREATS	
Registration Number:	6720417	GENTLE ON DENTAL	
Registration Number:	6343772	PAWCAROOON	
Registration Number:	6688777	YUM	
Registration Number:	7040741	BEAUTIFUL. BOLD. CHEESE.	
Registration Number:	6703404	CHEESE-CHAR	
Registration Number:	6926213	DANG DOG	
Registration Number:	6776593	SAY NO TO HIDE	
Serial Number:	97896860	THE ORIGINAL HIMALAYAN DOG CHEW	
Serial Number:	97636443	THE RAWHIDE ALTERNATIVE CHEW	
Registration Number:	7018815	UNHIDE	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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>			

OP \$340.00 6720288

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

NAME OF SUBMITTER: Jennifer M. Hetu

SIGNATURE: /jmh/

DATE SIGNED: 01/24/2024

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Trademarks)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of January 18, 2024, 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 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 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.

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: Jon Balousek

Its: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement (Trademarks) (4858-2554-7924)]

SECURED PARTY:

COMERICA BANK, as Agent

By: Kelly L. Mione
Name: Kelly L. Mione
Its: Vice President

[Signature Page to Intellectual Property Security Agreement (Trademarks) (4858-2554-7924)]

SCHEDULE 1.1

TRADEMARK COLLATERAL

TRADEMARKS	Owner	Serial Number	Registration Numbers	Registration Dates
<u>BARKEETOS</u>	Himalayan Dog Chew LLC	90552598	6720288	05/03/2022
<u>ECOKIND PET TREATS</u>	Himalayan Dog Chew LLC	87590370	5463120	05/08/2018
<u>ECOKIND PET TREATS and Design</u>	Himalayan Dog Chew LLC	87380175	5397950	02/06/2018
<u>GENTLE ON DENTAL</u>	Himalayan Dog Chew LLC	90684848	6720417	05/03/2022
<u>PAWCARCOON</u>	Himalayan Dog Chew LLC	90168592	6343772	05/04/2021
<u>YUM</u>	Himalayan Dog Chew, LLC	88217549	6688777	04/05/2022
<u>BEAUTIFUL BOLD CHEESE</u>	Himalayan Dog Chew LLC	97289721	7040741	05/02/2023
<u>CHEESE-CHAR</u>	Himalayan Dog Chew LLC	90742090	6703404	04/12/2022
<u>DANG DOG</u>	Himalayan Dog Chew LLC	90764541	6926213	12/30/2022
<u>SAY NO TO HIDE</u>	Himalayan Dog Chew LLC	90838418	6776593	6/28/2022
<u>THE ORIGINAL HIMALAYAN DOG CHEW</u>	Himalayan Dog Chew, LLC	97896860		
<u>THE RAWHIDE ALTERNATIVE CHEW</u>	Himalayan Dog Chew, LLC	97636443		
<u>UNHIDE</u>	Himalayan Dog Chew LLC	97370328	7018815	04/04/2023