

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Simplyshe, Inc.		09/14/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Monroe Capital Partners Fund LP, as administrative agent
<b>Street Address:</b>	311 South Wacker Drive
<b>Internal Address:</b>	Suite 6400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Serial Number:	78900552	LULU PINK
Serial Number:	77234339	MM MAX-A-MILLION
Serial Number:	77480848	PARTYDOG
Serial Number:	77541828	DOG 101
Serial Number:	77713616	PUP CREW
Serial Number:	77979347	DOG 101
Serial Number:	85076636	SIMPLY WAG
Serial Number:	85075370	SMOOCHIE POOCH
Serial Number:	85015349	DOGCANDY
Serial Number:	77527802	WAG & BONE
Serial Number:	77527655	WAGBY
Serial Number:	77504674	GLAMOUR TO THE BONE
Serial Number:	77978787	SIMPLYCAT

900202152

**TRADEMARK**  
 REEL: 004623 FRAME: 0065

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Serial Number:	77978648	WAG & BONE
Serial Number:	77976730	SIMPLYDOG
Serial Number:	77630616	LULU PINK
Serial Number:	77436543	SIMPLYSHE
Serial Number:	77404426	SIMPLYDOG
Serial Number:	77404329	SIMPLYPUPPY
Serial Number:	77256459	MINI PINK
Serial Number:	77234337	SIMPLYSINGLE
Serial Number:	77417981	LIFE'S FUR-TASTIC!
Serial Number:	77496935	WAG-A-TUDE
Serial Number:	77439675	HANDSOME PETE
Serial Number:	77492802	SHORTYCAT
Serial Number:	77404432	SIMPLYDOGGY
Serial Number:	77403830	SIMPLYKITTY
Serial Number:	77234328	SIMPLYDOG
Serial Number:	77418122	CUFFIES
Serial Number:	77234341	GET GROOMED NATURALLY GLAMOROUS BEAUTY
Serial Number:	77234333	SIMPLYWEE
Serial Number:	85153212	RUFF LUX
Serial Number:	77981030	PUP CREW
Serial Number:	77980887	WAG-A-TUDE
Serial Number:	85307461	WAGBY
Serial Number:	85307524	HANDSOME PETE
Serial Number:	85307557	GLAMOUR TO THE BONE
Serial Number:	85307786	PUP CREW
Serial Number:	77981987	WAG-A-TUDE
Serial Number:	85393320	SHORTY KAT
Serial Number:	85406341	SIMPLYCAT
Serial Number:	85406426	GOOD FOR THE PLANET, GOOD FOR YOUR PET

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005  
Phone: (312) 609-7838  
Email: podonoghue@vedderprice.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**TRADEMARK**  
**REEL: 004623 FRAME: 0066**

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.  
Address Line 1: 222 North LaSalle Street  
Address Line 2: Suite 2500  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 36942.02.0003-D.MANGAN

NAME OF SUBMITTER: Patricia O'Donoghue

Signature: /Patricia O'Donoghue/

Date: 09/14/2011

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 14th day of September, 2011 by SIMPLYSHE, INC., a Delaware corporation ("Grantor"), in favor of MONROE CAPITAL PARTNERS FUND LP, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

### WITNESSETH:

WHEREAS, Grantor, SimplyShe Acquisition Company, Inc., a Delaware corporation ("SimplyShe Acquisition"; and together with SimplyShe, individually and collectively referred to herein as "Company"), Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Company by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantor agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Pages Follow]

*(Signature Page to Trademark Security Agreement)*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**SIMPLYSHE, INC.**, a Delaware  
corporation.

By: 

\_\_\_\_\_  
Stephen Hsu  
Chief Financial Officer, Vice President,  
Secretary and Treasurer


*(Signature Page to Trademark Security Agreement)*

Agreed and Accepted As of the Date First  
Written Above

**ADMINISTRATIVE AGENT:**

**MONROE CAPITAL PARTNERS FUND  
LP**

By: **MONROE CAPITAL PARTNERS  
FUND LLC**, a Delaware limited  
liability company, its general partner

By:   
\_\_\_\_\_  
Alex Franky  
Managing Director

**SCHEDULE A**  
**TRADEMARK/SERVICEMARK REGISTRATIONS**

(See Attached)



SIMPLYSHE TRADEMARKS  
9/12/2011

Name of Owner/ Grantor	Trademark Name	Country	Trademark Application Number	Trademark Application Filing Date	Trademark Registration Number	Trademark Registration Date	Classes	Status
SimplyShe, Inc.	LULU PINK	USA	78/900,552	6/5/06	3,524,259	10/28/08	18	Registered
SimplyShe, Inc.	MMI MAX-A-MILLION (and Design)	USA	77/234,339	7/20/07	3,466,024	7/15/08	18	Registered
SimplyShe, Inc.	LULU PINK	California			111283	11/7/05		Registered
SimplyShe, Inc.	PARTYDOG	USA	77/480,848	5/22/08	3,645,897	6/30/09	18	Registered
SimplyShe, Inc.	DOG 101	USA	77/541,828	8/7/08			3, 14, 16, 18, 20, 21, 24, 27, 28	Allowed
SimplyShe, Inc.	PUP CREW (and Design)	USA	77/713,616	4/14/09			18	Allowed
SimplyShe, Inc.	DOG 101	USA	77/979,347	8/7/08	3,797,558	6/1/10	18	Registered
SimplyShe, Inc.	SIMPLYWAG	USA	85/076,636	7/2/10			18	Allowed
SimplyShe, Inc.	SMOOCHIE POOCH	USA	85/075,370	6/30/10	4,008,449	8/9/11	14, 18	Registered
SimplyShe, Inc.	DOGCANDY	USA	85/015,349	4/15/10			18	Suspended
SimplyShe, Inc.	WAG & BONE	USA	77/527,802	7/21/08			20	Allowed
SimplyShe, Inc.	WAGBY	USA	77/527,655	7/21/08			18	Allowed
SimplyShe, Inc.	GLAMOUR TO THE BONE	USA	77/504,674	6/20/08			18, 20	Allowed
SimplyShe, Inc.	SIMPLYCAT	USA	77/978,787	2/22/08	3,773,495	4/6/10	14	Registered
SimplyShe, Inc.	WAG & BONE	USA	77/978,648	7/21/08	3,765,416	3/23/10	18, 21, 24, 27, 28	Registered
SimplyShe, Inc.	SIMPLYDOG	USA	77/976,730	2/22/08	3,607,513	4/14/09	18, 20, 21, 27, 28	Registered
SimplyShe, Inc.	LULU PINK	USA	77/630,616	12/10/08	3,886,936	12/7/10	14, 18, 20, 21, 24, 27, 28	Registered
SimplyShe, Inc.	SIMPLYSHE	USA	77/436,543	4/1/08			3, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28	Allowed
SimplyShe, Inc.	SIMPLYDOG	USA	77/404,426	2/22/08			3, 6, 14, 16, 24	Allowed
SimplyShe, Inc.	SIMPLYUPPY	USA	77/404,329	2/22/08			18	Allowed
SimplyShe, Inc.	MINI PINK (and Design)	USA	77/256,459	8/15/07			18	Allowed
SimplyShe, Inc.	SIMPLYSINGLE (Stylized)	USA	77/234,337	7/20/07			25	Allowed

SIMPLYSHE TRADEMARKS  
9/12/2011

SimplyShe, Inc.	LIFE'S FUR-TASTIC	USA	77/417,981	3/10/08			18	18	Allowed
SimplyShe, Inc.	WAG-A-TUDE	USA	77/496,935	6/11/08			18, 20, 21, 24, 27, 28	18, 20, 21, 24, 27, 28	Allowed
SimplyShe, Inc.	HANDSOME PETE	USA	77/439,675	4/3/08			18	18	Allowed
SimplyShe, Inc.	SHORTYCAT	USA	77/492,802	6/6/08			18	18	Allowed
SimplyShe, Inc.	SIMPLYDOGGY	USA	77/404,432	2/22/08			18	18	Allowed
SimplyShe, Inc.	SIMPLYKITTY	USA	77/403,830	2/22/08			18	18	Allowed
SimplyShe, Inc.	SIMPLYDOG (and Design)	USA	77/234,328	7/20/07	3,761,547	3/16/10	18, 20, 21, 24, 27, 28	18, 20, 21, 24, 27, 28	Registered
SimplyShe, Inc.	CUFFIES	USA	77/418,122	3/10/08	3,678,381	9/8/09	14, 18	14, 18	Registered
SimplyShe, Inc.	GET GROOMED NATURALLY GLAMOROUS BEAUTY (and Design)	USA	77/234,341	7/20/07	3,545,879	12/16/08	3	3	Registered
SimplyShe, Inc.	SIMPLYWEE (and Design)	USA	77/234,333	7/20/07	3,545,878	12/16/08	25	25	Registered
SimplyShe, Inc.	RUFF LUX	USA	85/153,212	10/14/10			14, 18, 20, 21, 24, 27, 28	14, 18, 20, 21, 24, 27, 28	Pending
SimplyShe, Inc.	PUP CREW (and Design)	USA	77/981,030	4/14/09	3,935,714	3/22/11	18	18	Registered
SimplyShe, Inc.	WAG-A-TUDE	USA	77/980,887	6/11/08	3,905,767	1/11/11	18	18	Registered
SimplyShe, Inc.	SIMPLYDOG	China	9030784	1/7/11			18	18	Filed
SimplyShe, Inc.	SIMPLYDOG (and Design)	China		1/7/11			18	18	Filed
SimplyShe, Inc.	WAGBY	USA	85/307,461	4/28/11			14, 20	14, 20	Pending
SimplyShe, Inc.	HANDSOME PETE	USA	85/307,524	4/28/11			14, 20	14, 20	Pending
SimplyShe, Inc.	GLAMOUR TO THE BONE	USA	85/307,557	4/28/11			14	14	Pending
SimplyShe, Inc.	PUP CREW (and Design)	USA	85/307,786	4/28/11			14, 20	14, 20	Pending
SimplyShe, Inc.	WAG-A-TUDE	USA	77/981,987	6/11/08	3,990,928	7/5/11	18	18	Registered
SimplyShe, Inc.	SHORTY KAT (and Design)	USA	85/393,320	8/9/11			18	18	Filed
SimplyShe, Inc.	SIMPLYCAT	USA	85/406,341	8/24/11			20, 21, 27, 28	20, 21, 27, 28	Filed
SimplyShe, Inc.	GOOD FOR THE PLANET, GOOD FOR YOUR PET	USA	85/406,426	8/24/11			18	18	Filed

TRADEMARK

REEL: 004623 FRAME: 0074

RECORDED: 09/14/2011