

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Happy Mailman Dogs LLC		04/02/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Heath Freeman		
Street Address:	301 Elizabeth Street		
Internal Address:	PH K		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3396370	HAPPY MAILMAN DOG DAYCARE · BOARDING & M	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/25/2014		
Total Attachments: 3			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated effective as of April 2, 2014, is made by HAPPY MAILMAN DOGS LLC, a Texas corporation (together with its affiliates, subsidiaries, related entities, and managed companies, collectively, the "Grantors" or the "Borrower") in favor of Heath Freeman (together with its affiliates, subsidiaries, related entities, managed companies, successors and assigns, the "Lender"), with a business address at 301 Elizabeth Street PH K, New York, NY 10012, as lender under the Loan Agreement referred to below.

WHEREAS, the Borrower has entered into a Credit Agreement dated effective as of April 2, 2014 (the "Loan Agreement"), with the Lender.

WHEREAS, as a condition precedent to the making of loans by the Lender under the Loan Agreement, the Borrower executed and delivered to the Lender that certain Security Agreement dated effective as of April 2, 2014, made by and among the Borrower and the Lender (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender, a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with the Lender as follows:

1. Grant of Security. As security for the payment and performance in full of the Obligations (as defined in the Security Agreement), when due, each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) any patents and patent applications relating to the Borrower and all reissues, divisions, continuations, continuations in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) any trademark registrations and applications relating to the Borrower, including, without limitation, those set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) any copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

Happy Mailman -- IP Security Agreement -- EXECUTION VERSION (1)

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in 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 to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law and Venue. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its laws or rules of conflicts). The Borrower agrees that any legal action or proceeding with respect to any of their obligations under this IP Security Agreement may be brought by the Lender in any state or federal court located in the State of New York, as the Lender in its sole discretion may elect. By the execution and delivery of this Agreement, the Borrower submits to and accepts, for themselves and in respect of their property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Borrower waives any claim that the State of New York is not a convenient forum or the proper venue for any such suit, action or proceeding.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

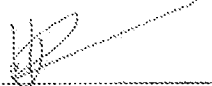
GRANTOR: HAPPY MAILMAN DOGS
LLC

By: 
Name: Zachary Biderman
Title: Managing Member

Address for Notices:
PO BOX 41509
Austin, TX 78704

AGREED TO AND ACCEPTED:

HEATH FREEMAN
as Lender

By: 
Name: Heath Freeman
Title:

Address for Notices:
301 Elizabeth Street PH K
New York, NY 10012

SCHEDULES

Schedule 1

TRADEMARK REGISTRATIONS AND APPLICATIONS



Word Mark HAPPY MAILMAN DOG DAYCARE, BOARDING & MORE
Goods and Services K, Q40, 150 100 141 G & S Parcel services for e-commerce; animal care; pet services; pet sitting; pet grooming; pet boarding
Mark Branding Code (3) DESIGN PLAIN; GEOMETRIC; LETTERS; ANIMAL IMAGES
Design Search Code 01.01.10 - Heads of cats, dogs, wolves, foxes, bears, leopards, tigers
03.01.20 - Stylized cats, dogs, wolves, bears, leopards, tigers
13.11.05 - Collars (except other than horses); leashes (except other than horses); collars, collars; leashes, and harnesses for other animals
25.13.15 - Footwear (non-sportswear); shoe accessories
26.12.01 - Greeting cards; not necessarily printed; altered
26.17.13 - Letters or words embossed and/or marked by one or more strokes or lines; embossed words or letters; embossed words or letters
Trademark Search Facility Classification Code 0400000000 Statements, accounts, notices of non-payment, notices of non-payment
04001010 Equipment for animals
INDICATORS, SYMBOLS, Notation Symbols such as Numerical characters, punctuation and mathematical signs, symbols, signs, registration marks
SIGNATURES, MARKS, Logos, Emblems, Signs and Symbols, including, but not limited to, marks, signs, registration marks
SIGNATURES, MARKS, Logos, Emblems, Signs and Symbols, including, but not limited to, marks, signs, registration marks
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Serial Number 78815711
Filing Date June 23, 2006
Current Status 10
Original Filing Basis 10
Published for Opposition March 9, 2007
Registration Number 3555376
Registration Date March 11, 2008
Owner (REGISTRANT) Happy Mailman, LP Happy Mailman, LP LLC a Texas Limited Liability Company LIMITED PARTNERSHIP TEXAS 4182, 1701 Springdale Drive Austin TEXAS 78746
Attorney of Record William J. Yocco
Distributor NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DOG DAYCARE" and "BOARDING" APART FROM THE MARK AS SHOWN
Description of Mark Color is not claimed as a feature of the mark
Type of Mark SERVICE MARK
Register PHOENIX
Live/Dead Indicator 1578