

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313798

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CLOUD STAR LLC,		07/11/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EAST WEST BANK,		
<b>Street Address:</b>	135 N. Los Robles Avenue, 7th Floor		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86181197	WAG MORE BARK LESS	
<b>Serial Number:</b>	86180407	WAG MORE BARK LESS	
<b>Serial Number:</b>	86179164	WAG MORE BARK LESS	
<b>Serial Number:</b>	85880526	HARVEST BOWL	
<b>Registration Number:</b>	4350692	DYNAMO DOG	
<b>Registration Number:</b>	4337900	BUDDY BISCUITS GRAIN FREE	
<b>Registration Number:</b>	4331555	BUDDY BISCUITS GRAIN FREE	
<b>Registration Number:</b>	4323918	CLOUD STAR	
<b>Registration Number:</b>	4101001	TRICKY TRAINERS	
<b>Registration Number:</b>	4022517	BUDDY BISCUITS	
<b>Registration Number:</b>	3966513	WAG MORE BARK LESS	
<b>Registration Number:</b>	3863752	BUDDY BISCUITS	
<b>Registration Number:</b>	3749612	BUDDY BISCUITS	
<b>Registration Number:</b>	3660374	WAG MORE BARK LESS	
<b>Registration Number:</b>	3681081	MUTTOS	
<b>Registration Number:</b>	3394655	WAG MORE BARK LESS	
<b>Registration Number:</b>	3640980	PROVENANCE	
<b>Registration Number:</b>	3644742	TRAIL HOUND	
<b>Registration Number:</b>	3886680	KING VOLTAIRE	
<b>TRADEMARK</b>			

CH \$665.00 86181197

Property Type	Number	Word Mark
Registration Number:	3250278	WAG MORE BARK LESS
Registration Number:	3108531	WAG MORE BARK LESS
Registration Number:	2945624	CLOUD STAR
Registration Number:	3019055	CLOUD STAR
Registration Number:	2546390	BUDDY WASH
Registration Number:	2404069	BUDDY BISCUITS
Registration Number:	2424552	CLOUD STAR

**CORRESPONDENCE DATA**

Fax Number: 9497200182

*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: 949-224-6263

Email: Trademark@Buchalter.com

Correspondent Name: Deena Hochmuth

Address Line 1: 18400 Von Karman Ave., Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	E0717-0002
NAME OF SUBMITTER:	Deena Hochmuth
SIGNATURE:	/Deena Hochmuth/
DATE SIGNED:	08/12/2014

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of July 11, 2014, is entered into by and between CLOUD STAR LLC, a California limited liability company ("Grantor"), and EAST WEST BANK, a California banking corporation ("Secured Party"), with reference to the following facts:

### RECITALS

A. Grantor and Secured Party are parties to a Loan and Security Agreement dated as of the date of this Agreement (the "Loan Agreement"; capitalized terms used herein without definition shall have the respective meanings specified for such terms in the Loan Agreement).

B. Pursuant to the Loan Agreement, Secured Party will make revolving loans to Grantor from time to time.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Secured Party and hereby grant Secured Party a security interest in and Lien on all of Grantor's intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantor the revolving loans and other Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

1. Grant of Security Interest. To secure the timely payment and performance of all Obligations of Grantor to Secured Party under the Loan Agreement, Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All present and future copyrights that are registered in the copyright office of any applicable jurisdiction and registrations for all copyrights, including, without limitation, the registered copyrights, Mask Works, computer programs and other rights subject to copyright protection listed in Exhibit A attached hereto, and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) copyright protection which are not registered in the copyright office of any jurisdiction (collectively, the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing

thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights";

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (i) All trademark and servicemark rights, whether registered or not, applications to register (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (j) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (k) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (l) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;
- (m) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and
- (n) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

Notwithstanding anything contrary in any Loan Document, for purposes, hereof, the term "Intellectual Property Collateral" shall not include the following (collectively, the "Excluded Property"): (i) "intent-to-use" Trademarks (or Trademark applications) to the extent that the grant of a security interest therein would negate the enforceability of such intent-to-use Trademark (or Trademark application) under

applicable federal law or (ii) any item of Intellectual Property Collateral that is now or hereafter held by the Grantor that are subject to a purchase money Lien or a capital lease permitted by the Loan Agreement, but only to the extent that such item of Intellectual Property Collateral (or any agreement evidencing such item of Intellectual Property Collateral) contains a term or is subject to a law, statute or regulation that prohibits the creation, attachment or perfection of the security interest granted herein by a Person (other than the Grantor), and any such prohibition is effective and enforceable under applicable law, provided such items shall constitute Intellectual Property Collateral to the extent permitted under Sections 9-406, 9-407, 9-408 or 9-409 of the applicable UCC; provided, however, that (x) Excluded Property shall not include any proceeds of any such Intellectual Property Collateral and (y) any such Intellectual Property Collateral that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of the Debtors obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise) shall no longer be Excluded Property.

2. Recordation. Grantor authorizes and requests any and all applicable government officials that maintain intellectual property registries to record and register this Agreement upon request by Secured Party.

3. Supplements. Grantor hereby authorizes Bank (a) to amend this Agreement unilaterally by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

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

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

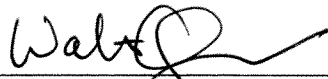
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

*[Rest of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**GRANTOR:**

**CLOUD STAR, LLC,**  
a California limited liability company

By:   
\_\_\_\_\_  
Walter C. Florence  
Vice President and Assistant Secretary

**SECURED PARTY:**

**EAST WEST BANK,**  
a California banking corporation

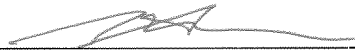
By:   
Albert Sun  
Managing Director-Capital Markets

EXHIBIT A

Copyrights

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>
WMBL Illustrations.	VAu001133140	03/08/2013
Buddy Biscuits.	VA0001885080	10/25/2013
DOWNWARD DOG.	VAu001148294	07/31/2013
KING VOLTAIRE.	VAu000958517	02/21/2008

Exhibit A

BN 16596966v2

**TRADEMARK**  
**REEL: 005342 FRAME: 0276**



EXHIBIT B

Patents

None.

Exhibit B

BN 16596966v2

**TRADEMARK**  
**REEL: 005342 FRAME: 0277**

EXHIBIT C

Trademarks

United States

<u>Trademarks</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
WAG MORE BARK LESS	Published	86181197		
WAG MORE BARK LESS	Published	86180407		
WAG MORE BARK LESS	Published	86179164		
HARVEST BOWL	Allowed	85880526		
DYNAMO DOG	Registered	85322932	4350692	June 11, 2013
BUDDY BISCUITS GRAIN FREE (Stylized and Design – cat)	Registered	85716500	4337900	May 21, 2013
BUDDY BISCUITS GRAIN FREE (Stylized and Design – dog)	Registered	85717607	4331555	May 7, 2013
CLOUD STAR	Registered	85715328	4323918	April 23, 2013
TRICKY TRAINERS	Registered	85154345	4101001	February 21, 2012
BUDDY BISCUITS	Registered	85238193	4022517	September 6, 2011
WAG MORE BARK LESS	Registered	85218190	3966513	May 24, 2011
BUDDY BISCUITS (Stylized and Design)	Registered	77956068	3863752	October 19, 2010
BUDDY BISCUITS (Stylized and Design)	Registered	77778896	3749612	February 16, 2010
WAG MORE BARK LESS	Registered	77602266	3660374	July 28, 2009
MUTTOS	Registered	77502001	3681081	September 8, 2009
WAG MORE BARK LESS	Registered	77228418	3394655	March 11, 2008
PROVENANCE	Registered	77496976	3640980	June 16, 2009
TRAIL HOUND	Registered	77494766	3644742	June 23, 2009
KING VOLTAIRE	Registered	77394194	3886680	December 7, 2010
WAG MORE BARK LESS	Registered	76664026	3250278	June 12, 2007
WAG MORE BARK LESS	Registered	76638219	3108531	June 27, 2006
CLOUD STAR	Registered (Renewed)	76554591	2945624	May 3, 2005
CLOUD STAR	Registered	76554592	3019055	November 29, 2005
BUDDY WASH	Registered (Renewed)	76095091	2546390	March 12, 2002
BUDDY BISCUITS (Stylized and Design)	Registered (Renewed)	75852112	2404069	November 14, 2000
CLOUD STAR (Stylized and Design)	Registered (Renewed)	75669472	2424552	January 30, 2001

Canada

<u>Trademarks</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CLOUD STAR	Registered	1548335	TMA842222	February 5, 2013

Exhibit C

BN 16596966v2

**TRADEMARK**  
**REEL: 005342 FRAME: 0278**

EXHIBIT D

Mask Works

None.

Exhibit D

BN 16596966v2