

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANIMAL ADVENTURE, LLC		08/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Medallion Capital, Inc.		
Street Address:	3000 County Road 42 West Suite301		
City:	BURNSVILLE		
State/Country:	MINNESOTA		
Postal Code:	55337		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4345592	ANIMAL ADVENTURE	
Registration Number:	3790905	BLOCKHEADS	
Registration Number:	3729418	BREATHE EASY BABY	
Registration Number:	3790910	FRIENDS FROM AFAR	
Registration Number:	4540721	FROG KISSES	
Registration Number:	3862069	LITTLE STITCHES	
Registration Number:	4515602	LOCKER PETS	
Registration Number:	3790906	ORGANIC BEGINNINGS	
Registration Number:	4481321	SLIDERS	
Registration Number:	3807782	SPLISH SPLASHERS	
Registration Number:	4540538	SWEET SPROUTS	
Registration Number:	3842267	UNLEASH THE FUN	
Registration Number:	3709470	WOOF STREET BOUTIQUE	
Serial Number:	86286611	BABY ADVENTURE	
Serial Number:	85909391	DINORIFFIC	
Serial Number:	86113686	ROUNDEES	
CORRESPONDENCE DATA			
Fax Number:	6123713907		

CH \$415.00 4345592

TRADEMARK

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: 612 371 3970
Email: tmg@lindquist.com
Correspondent Name: LINDQUIST & VENNUM LLP
Address Line 1: 80 South Eighth Street, 4200 IDS Center
Address Line 2: Connie Heikkila
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: ANIMAL ADVENTURE

NAME OF SUBMITTER: CONNIE HEIKKILA

SIGNATURE: /connieheikkila/

DATE SIGNED: 08/18/2014

Total Attachments: 10

source=ANIMAL ADVENTURE_20140818115151#page1.tif
source=ANIMAL ADVENTURE_20140818115151#page2.tif
source=ANIMAL ADVENTURE_20140818115151#page3.tif
source=ANIMAL ADVENTURE_20140818115151#page4.tif
source=ANIMAL ADVENTURE_20140818115151#page5.tif
source=ANIMAL ADVENTURE_20140818115151#page6.tif
source=ANIMAL ADVENTURE_20140818115151#page7.tif
source=ANIMAL ADVENTURE_20140818115151#page8.tif
source=ANIMAL ADVENTURE_20140818115151#page9.tif
source=ANIMAL ADVENTURE_20140818115151#page10.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is entered into as of August 15, 2014 by and between ANIMAL ADVENTURE, LLC, a Delaware limited liability company (the "Debtor"), and MEDALLION CAPITAL, INC., ("Secured Party") pursuant to the Loan Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein without definition have the meanings provided in the Loan Agreement.

Whereas, the execution and delivery of this Agreement is a condition to the Lenders extending credit to Debtor;

Now, therefore, Debtor agrees with Secured Party as follows:

1. Definitions. All terms defined in the Loan Agreement that are not otherwise defined herein shall have the meanings stated in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, any registrations or applications for registration therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B and any divisions or renewals thereof or corresponding foreign trademark registrations and applications.

2. Security Interest. The Debtor hereby irrevocably pledges and collaterally assigns to, and grants to the Secured Party a security interest, with power of sale to the extent permitted by law, (the "Security Interest") in the Patents and in the Trademarks to secure payment and performance of the Obligations. As set forth in greater detail in the Security Agreement, the Security Interest in the Trademarks is coupled with a security interest in substantially all of the assets (without regard to real property) of the Debtor.

3. Representations, Warranties and Agreements. Debtor hereby represents, warrants and agrees as follows:

(a) The Debtor has full power to and authority to make and deliver this Agreement. ~~The execution, delivery and performance of this Agreement by the Debtor have~~ been duly authorized by all necessary action of the Debtor's board of managers, and if necessary its equity holders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its certificate of formation or limited liability company agreement or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is as set forth at the beginning of this Agreement. Except for any financing statement required to be filed under the applicable Uniform Commercial Code (the "UCC") and any filing or recording of this Agreement in the U.S. Patent and Trademark Office, the authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) All of the Patents identified in Exhibit A are owned or controlled by the Debtor as of the date hereof and the information in Exhibit A accurately reflects the existence and status of the Patents listed therein as of the date hereof.

(c) All of the Trademarks identified in Exhibit B are owned or controlled by the Debtor as of the date hereof and the information in Exhibit B accurately reflects the existence and status of Trademarks listed therein as of the date hereof.

(d) Except as set forth in Exhibit C, the Debtor has good title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. Except as set forth in Exhibit C, the Debtor (i) will have, at the time the Debtor acquires ownership in Patents or Trademarks hereafter arising, good title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) except for licenses entered into hereafter in the ordinary course of business for fair consideration and which do not cause material harm to the Secured Party as holder of the Note, will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent, except (i) as permitted in Section 3(d)(ii) above, and (ii) for the sale or disposition of Patents or Trademarks that provide no material continuing benefit to Debtor.

(f) The Debtor will at its own expense, and using its commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party, which would cause material harm to the Secured Party.

(g) The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing

all applications to register or obtain letters patent, file all affidavits and renewals, and pay all annuities and maintenance fees possible with respect to issued registrations and letters patent. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (except for those that provide no material continuing benefit to Debtor), nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity or take such other action which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, or take such other action, should such be necessary or desirable.

(h) If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party promptly upon written demand the amount of all reasonable, out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after the occurrence and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all Obligations other than contingent indemnification obligations.

4. Debtor's-Use of the Patents and Trademarks. The Debtor shall control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains unwaived or uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter during its continuance, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement and Secured Party's rights under this Agreement or under applicable law may be enforced by Secured Party, at its discretion, against any one or more of the parties referred to above which are encompassed within the term Debtor, without any need to bring any enforcement action against the other parties who are encompassed within the term Debtor. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party and the Debtor. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective permitted participants, successors and assigns and shall take effect when signed by the Debtor and the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. A carbon, photographic or other reproduction of this Agreement or of any

financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Consent to Jurisdiction. AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN MINNEAPOLIS OR ST. PAUL, MINNESOTA; AND EACH PARTY HERETO CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT ANY PARTY COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

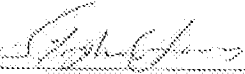
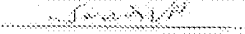
9. Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

[The remainder of this page is intentionally blank.]

In Witness Whereof, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

MEDALLION CAPITAL, INC.

ANIMAL ADVENTURE, LLC

By: 
Its: 

By: _____
Its: _____

In Witness Whereof, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

MEDALLION CAPITAL, INC.

ANIMAL ADVENTURE, LLC

By: _____
Its: _____


By: 
Name: Peter Gainsley
Title: President/CEO

EXHIBIT A
TO PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

None

PATENT APPLICATIONS

Patent Application Description

U.S. Patent Application No.

Date Applied

None

EXHIBIT B
TO PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Registration No.	Date Registered
ANIMAL ADVENTURE	4,345,592	6/4/2013
BLOCKHEADS	3,790,905	5/18/2010
BREATHE EASY BABY	3,729,418	12/22/2009
FRIENDS FROM AFAR	3,790,910	5/18/2010
FROG KISSES	4,540,721	5/27/2014
LITTLE STITCHES	3,862,069	10/12/2010
LOCKER PETS	4,515,602	4/15/2014
ORGANIC BEGINNINGS	3,790,906	5/18/2010
SLIDERS	4,481,321	2/11/2014
SPLISH SPLASHERS	3,807,782	6/22/2010
SWEET SPROUTS	4,540,538	5/27/2014
UNLEASH THE FUN	3,842,267	8/31/2010
WOOF STREET BOUTIQUE	3,709,470	11/10/2009

TRADEMARK APPLICATIONS

Trademark	U.S. Serial No.	Filing Date
BABY ADVENTURE	86/286,611	5/20/2014
DINORIFFIC	85/909,391	4/19/2013
ROUNDEES	86/113,686	11/08/2013

UNREGISTERED TRADEMARKS:

Unregistered Trademark Description:

REGISTERED DOMAIN NAMES:

EXHIBIT C
TO PATENT AND TRADEMARK SECURITY AGREEMENT

LICENSES

Licensor	Licensee	Subject matter	Date	Term
None				

SECURITY INTERESTS, LIENS AND ENCUMBRANCES

None

OTHER INTERESTS