

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rocket Dog Brands LLC		08/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4187213	K9	
Serial Number:	86130845	K9	
Registration Number:	3325064	K9	
Registration Number:	3907954	K9	
Serial Number:	85510547	K9 BY ROCKET DOG	
Serial Number:	86113580	MAX ROCKET DOG	
Serial Number:	86113581	MAX ROCKET DOG	
Serial Number:	85553507	ROCKET DOG	
Registration Number:	2403495	ROCKET DOG	
Registration Number:	3595180	ROCKET DOG	
Serial Number:	85845068	ROCKET DOG	
Serial Number:	85845045	ROCKETDOG	
Serial Number:	85856109	ROCKETDOG	
Registration Number:	2128627	ROCKET DOG	
Registration Number:	2374928		
Registration Number:	3583693		
Serial Number:	85669212		
Registration Number:	4075073	UNLEASHED	
Serial Number:	85422921	UNLEASHED	
TRADEMARK			

CH \$540.00 4187213

Property Type	Number	Word Mark
Registration Number:	4425826	UNLEASHED BY ROCKET DOG
Serial Number:	85422934	UNLEASHED BY ROCKET DOG

CORRESPONDENCE DATA

Fax Number: 2027393001
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: 202-739-3000
Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438-0531
NAME OF SUBMITTER:	Jennifer C.Evans
SIGNATURE:	/jce/
DATE SIGNED:	09/19/2014

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of August 29, 2014, is made by and between Rocket Dog Brands LLC, a Delaware limited liability company (the "Company"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association (including its London Branch and its successors and assigns, "Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Company, certain Affiliates of the Company, and Wells Fargo are parties to a Credit and Security Agreement dated as of the date hereof (as amended, supplemented or restated from time to time, the "Credit Agreement"), setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company and Company's Affiliates.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company'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, in each case to the extent constituting Collateral, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, in each case to the extent constituting Collateral, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by this Agreement, the Credit Agreement, the NexBank Intercreditor Agreement, or

law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in the Collateral. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

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

(a) **Existence; Authority.** Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all registered Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the registration of Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any registered Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the registration of such Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all registered Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of registered Trademarks and all applications and registrations pertaining to registration of Trademarks as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any registered Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the registration of Trademarks, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells

Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has good and marketable title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, good and marketable title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks (other than Patents and Trademarks that are, in its reasonable discretion, no longer useful or necessary in Company's business and which are immaterial in value) against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent, in its reasonable discretion, commercially reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (other than Patents and Trademarks that are, in its reasonable discretion, no longer useful or necessary in Company's business and which are immaterial in value), nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal 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 renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company 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 Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and

all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** 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, Company shall pay Wells Fargo all Lender Expenses in accordance with Section 17.9 of the Credit Agreement.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company 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 Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, upon 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. Company 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 termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to 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 uncured.

5. [Reserved].

6. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions in accordance with the terms of the Credit Agreement:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company

shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo 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 Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo'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. All notices to be given to Company or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company 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 Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; ARBITRATION. The terms of Section 13 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

[signature on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Rocket Dog Brands LLC
2000 Crow Canyon Place, Suite 300
San Ramon, California 94583
Attn: Chief Financial Officer

ROCKET DOG BRANDS LLC

By: [Signature]
Print Name: Scott Briskie
Title: Chief Financial Officer

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000W
Santa Monica, California 90404
Attn: Relationship Manager – Rocket Dog

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Print Name: _____
Title: Authorized Signatory

DB2/25283870
WFBC/Rocket Dog Brands LLC
Patent and Trademark Security Agreement

TRADEMARK
REEL: 005365 FRAME: 0909

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.


Rocket Dog Brands LLC
2000 Crow Canyon Place, Suite 300
San Ramon, California 94583
Attn: Chief Financial Officer

ROCKET DOG BRANDS LLC

By: _____
Print Name: _____
Title: _____

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000W
Santa Monica, California 90404
Attn: Relationship Manager – Rocket Dog

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  _____
Print Name: Jeffrey Kaye
Title: Authorized Signatory

DB2/ 25283870

WFBC/Rocket Dog Brands LLC
Patent and Trademark Security Agreement

TRADEMARK
REEL: 005365 FRAME: 0910

EXHIBIT A

UNITED STATES ISSUED PATENTS

UNITED STATES PATENT APPLICATIONS

FOREIGN ISSUED PATENTS

UNITED STATES PATENT APPLICATIONS

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
United States	K9	25	77/983,214	11/2/2009	4187213	8/7/2012	Registered
United States	K9	18, 25	86/130,845	4/1/2014	n/a	n/a	Pending
United States	K9 & Design	25	76/410,235	5/21/2002	3,325,064	10/30/2007	Registered
United States	K9 & Design	25	85/058,752	6/9/2010	3,907,954	1/18/2011	Registered
United States	K9 & Design BY ROCKET DOG	9, 14, 18, 25	85/510,547	1/6/2012	n/a	n/a	Pending
United States	MAX ROCKET DOG	25	86/113,580	11/8/2013	n/a	n/a	Pending
United States	MAX ROCKET DOG	18, 25	86/113,581	11/8/2013	n/a	n/a	Pending
United States	ROCKET DOG	25	75/676,289	4/7/1999	2,403,495	11/14/2000	Registered
United States	ROCKET DOG	14, 18	85/553,507	2/27/2012	n/a	n/a	Pending
United States	ROCKET DOG	18	76/608,237	8/23/2004	3,595,180	3/24/2009	Registered
United States	ROCKET DOG	9, 18, 25	85/845,068	2/8/2013	n/a	n/a	Pending
United States	ROCKET DOG & Design	9, 25	85/845,045	2/8/2013	n/a	n/a	Pending
United States	ROCKET DOG & Design	14, 18, 25	85/856,109	2/21/2013	n/a	n/a	Pending
United States	ROCKET DOG & Design	25	75/202,372	11/22/1996	2,128,627	1/13/1998	Registered
United States	Running Dog Design	25	75/713,644	5/25/1999	2,374,928	8/8/2000	Registered
United States	Running Dog Design	18	76/608,236	8/23/2004	3,583,693	3/3/2009	Registered
United States	Running Dog Design	9, 14, 18, 25	85/669,212	7/5/2012	n/a	n/a	Pending

Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
United States	UNLEASHED	25	85/150,742	10/12/2010	4,075,073	12/20/2011	Registered
United States	UNLEASHED	18	85/422,921	9/14/2011	n/a	n/a	Pending
United States	UNLEASHED BY ROCKET DOG	25	77/915,149	1/19/2010	4,425,826	10/29/2013	Pending
United States	UNLEASHED BY ROCKET DOG	18	85/422,934	9/14/2011	n/a	n/a	Pending

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