

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328725

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Petbrosia, Inc.		12/19/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Director of the Ohio Development Services Agency		
<b>Street Address:</b>	77 South High Street, 29th floor		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215		
<b>Entity Type:</b>	STATE AGENCY: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86284673	MORE LIFE IN YOUR PET'S YEARS	
<b>Serial Number:</b>	86284057	EVERY PET IS UNIQUE!	
<b>Serial Number:</b>	85791622	PETBROSIA	
<b>Serial Number:</b>	85791601	PETBROSIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5135796457		
<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>			
<b>Phone:</b>	5135796590		
<b>Email:</b>	mmusekamp@kmklaw.com		
<b>Correspondent Name:</b>	Mark E. Musekamp		
<b>Address Line 1:</b>	One East 4th street, suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	OH5005-FI0038		
<b>NAME OF SUBMITTER:</b>	Mark E. Musekamp		
<b>SIGNATURE:</b>	/Mark E. Musekamp/		
<b>DATE SIGNED:</b>	01/12/2015		
<b>Total Attachments: 6</b>			
source=image2015-01-12-185101#page1.tif			

OP \$115.00 86284673

source=image2015-01-12-185101#page2.tif

source=image2015-01-12-185101#page3.tif

source=image2015-01-12-185101#page4.tif

source=image2015-01-12-185101#page5.tif

source=image2015-01-12-185101#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of December 19, 2014, is made by PETBROSIA, INC., a Delaware corporation (the “*Borrower*”), in favor of THE DIRECTOR OF THE OHIO DEVELOPMENT SERVICES AGENCY (the “*Director*”).

### **Background Information**

As a condition precedent to the making of a loan by the Director under the Loan Agreement dated as of December 19, 2014 (the “*Loan Agreement*”) between the Borrower and the Director, the Borrower has executed and delivered to the Director that certain Security Agreement dated as of December 19, 2014, made by and among the Borrower and the Director (the “*Security Agreement*”); and

Under the terms of the Security Agreement, the Borrower has granted to the Director 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.

### **Provisions**

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

**Section 1. Grant of Security.** The Borrower hereby pledges and grants to the Director for the benefit of the Director a security interest in and to all of the right, title and interest of the Borrower 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) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 2 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) the copyright registrations and applications and copyright registrations and applications exclusively licensed to the Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “*Copyrights*”);

(d) all rights of any kind whatsoever of the Borrower 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.

**Section 2. Recordation.** The Borrower 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 Director.

**Section 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 Director with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

**Section 4. Execution in Counterparts.** This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. 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.

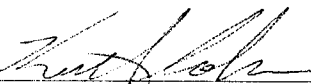
**Section 5. Successors and Assigns.** This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 6. Governing Law.** 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 United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

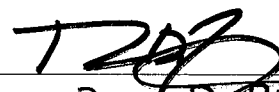
IN WITNESS WHEREOF, the Borrower has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

PETBROSIA, INC.

By   
Name: KEITH JOHNSON  
Title: CEO

AGREED TO AND ACCEPTED:

THE DIRECTOR OF THE OHIO  
DEVELOPMENT SERVICES  
AGENCY

By   
Name: Ryan D. Burgess  
Title: Assistant Director

**EXHIBIT A**

**SCHEDULES**

**Schedule 1 – Issued Patents and Patent Applications**

United States Patent and Trademark Office pending application number 14/084,434

United States Patent and Trademark Office pending application number PCT/US13/70802

**Schedule 2 – Trademark Registrations and Applications**

Trademark/Class	Jurisdiction	Registration/ Serial No.	Date of Registration/ Application
More Life In Your Pet's Years Class IC035	United States	Serial Number - 86284673	Application Date – May 19, 2014
Every Pet Is Unique! Class IC035	United States	Serial Number - 86284057	Application Date – May 16, 2014
Petbrosia Class IC044	United States	Serial Number – 85791622 Registration Number – 4408578	Application Date – November 30, 2012 Registration Date – September 24, 2013
Petbrosia Class IC035	United States	Serial Number – 85791601 Registration Number – 4408577	Application Date – November 30, 2012 Registration Date – September 24, 2013

**Schedule 3 – Copyright Registrations and Applications**

None.

5823826.3