

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arthur Dogswell, L.L.C.		02/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	OneWest Bank N.A.		
Street Address:	888 East Walnut Street		
Internal Address:	HQ-05-01		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3472272	NATURAL LIFE	
Registration Number:	3260362	NATURALLIFE NUTRITIONAL PET PRODUCTS	
Registration Number:	1747321	NATURAL LIFE PET PRODUCTS, INC.	
Registration Number:	1734131	LAMADERM	
Registration Number:	1613038	NATURAL LIFE PET PRODUCTS, INC.	
Registration Number:	1469297	NATURAL LIFE PET PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	3107884471		
<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:	310-788-4442		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	Vickie Lee c/o Katten Muchin Rosenman		
Address Line 1:	2029 Century Park East		
Address Line 2:	Suite 2600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	382378.00042		
NAME OF SUBMITTER:	Vickie Lee		

CH \$165.00 3472272

SIGNATURE:	/Vickie Lee/
DATE SIGNED:	02/27/2015
Total Attachments: 6 source=Trademark Security Agreement (02-27-15)#page1.tif source=Trademark Security Agreement (02-27-15)#page2.tif source=Trademark Security Agreement (02-27-15)#page3.tif source=Trademark Security Agreement (02-27-15)#page4.tif source=Trademark Security Agreement (02-27-15)#page5.tif source=Trademark Security Agreement (02-27-15)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of February 27, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by ARTHUR DOGSWELL, L.L.C., a Delaware limited liability company (“*Grantor*”), in favor of ONEWEST BANK N.A. (the “*Lender*”), party to the Credit Agreement dated as of July 9, 2014 among Grantor and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

Reference is also made to that certain Security Agreement dated as of July 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), by the Grantor in favor of the Lender.

The Lender has agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender, its successors and assigns, for the benefit of the Lender, a security interest in, all of Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “*Trademarks*”); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. *Security Agreement.* The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the

rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. ***Execution In Counterparts***. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above

GRANTOR

ARTHUR DOGSWELL, L.L.C., a Delaware
limited liability company

By:





Brad Casper
Chief Executive Officer


Trademark Security Agreement

TRADEMARK
REEL: 005468 FRAME: 0583

Schedule I

I. Trademarks and Trademark Applications

NO.	MARK	COUNTRY	CLASS	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CURRENT OWNER	STATUS
1.	NATURAL LIFE	USPTO	31 INT. CL. 31 -- PET FOOD	78810171 08-FEB-2006	3472272 22-JUL- 2008	GRASSHOPPER PACKING COMPANY, LLC	REGISTERED PARTIAL SECTION 2(F)
2.	NATURAL LIFE NUTRITIONAL PET PRODUCTS 	USPTO	31 INT. CL. 31 -- PET FOOD	78810156 08-FEB-2006	3260362 10-JUL- 2007	GRASSHOPPER PACKING COMPANY, LLC	REGISTERED
3.	NATURAL LIFE PET PRODUCTS, INC. 	USPTO	INT. CL. 31 -- PET FOODS	74269372 27-APR-1992	1747321 19-JAN- 1993	GRASSHOPPER PACKING COMPANY, LLC	RENEWED
4.	LAMADERM	USPTO	INT. CL. 31- - PET HEALTH FOOD FOR	74135095 31-JAN-1991	1734131 17-NOV- 1992	GRASSHOPPER PACKING COMPANY, LLC	RENEWED

NO.	MARK	COUNTRY	CLASS	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CURRENT OWNER	STATUS
			DOGS				
5.	NATURAL LIFE PET PRODUCTS, INC. 	USPTO	INT. CL. 25 -- WEARING APPAREL, NAMELY, T-SHIRTS, SWEATSHI RTS AND JACKETS	74013674 26-DEC-1989	1613038 11-SEP- 1990	GRASSHOPPER PACKING COMPANY, LLC	RENEWED
6.	NATURAL LIFE PET PRODUCTS	USPTO	INT. CL. 31- - FOODSTUF FS FOR PETS	73658140 30-APR-1987	1469297 15-DEC- 1987	GRASSHOPPER PACKING COMPANY, LLC	RENEWED