

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK
APPLICATIONS, REGISTERED SERVICE MARKS AND SERVICE MARK
APPLICATIONS

Trademark	Application No./ Registration No.	Application Date/ Registration Date
LEAN DOG MEAN DOG	86593659	April 10, 2015
PERFORMIX	86116793	November 12, 2013
TERRA INTELLIGENT DOSING	86335226	July 11, 2014

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "*Agreement*") is made this 21st day of May, 2015 between PERFORMIX LLC ("*Client*"), having its chief executive office at 221 South Cherokee Street, Denver, CO 80223, and ISRAEL DISCOUNT BANK OF NEW YORK, IDB FACTORS DIVISION ("*IDB*"), having a place of business at 511 Fifth Avenue, New York, New York 10017.

WITNESSETH:

WHEREAS, IDB has entered or is about to enter into certain financing arrangements with Client pursuant to that certain Accounts Receivable Management and Security Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "*ARMS Agreement*"), pursuant to which IDB may make loans and advances and provide other financial accommodations to Client, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the ARMS Agreement, and the Ancillary Documents (as defined in the ARMS Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "*Financing Agreements*"); and

WHEREAS, in order to induce IDB to enter into the ARMS Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Client pursuant thereto, Client has agreed to grant to IDB certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client hereby agrees as follows:

1. DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the ARMS Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Client hereby grants to IDB, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Client's right, title and interest in and to the following, whether now owned or hereafter acquired or arising in the United States (collectively, the "*Collateral*"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications filed in the United States, including (i) the trade names, registered trademarks, trade-

mark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Client's business symbolized by the foregoing or connected therewith, and (vi) all of Client's rights corresponding thereto (collectively, the "**Trademarks**"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Client against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "**USPTO**") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "**Trademark License**" means (a) any licenses or other similar rights provided to Client in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Client in the United States, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the IDB's rights under the Financing Agreements.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to IDB pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Client to IDB or to any affiliate of IDB. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future clients of IDB, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Client's account under the ARMS Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Client as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "**Obligations**").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Client hereby represents, warrants and covenants with and to IDB the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by IDB to Client under the Financing Agreements:

(a) Client shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Client owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Client shall, at Client's sole expense, perform all acts and execute all documents necessary or, in IDB's sole (but reasonable) discretion, necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Client shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of IDB, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by IDB to any such action, except as such action is expressly permitted hereunder.

(d) Client shall, at Client's sole expense, promptly perform all acts and execute all documents reasonably necessary to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Client hereby authorizes IDB to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by IDB or as otherwise determined by IDB. Client further authorizes IDB to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Client does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Client shall, concurrently with the execution and delivery of this Agreement, execute and deliver to IDB five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or

other disposition of the Collateral pursuant to IDB's exercise of the rights and remedies granted to IDB hereunder.

(g) IDB may, in its sole (but reasonable) discretion, pay any amount or do any act which Client fails to pay or do as required hereunder or as requested by IDB to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Client shall be liable to IDB for any such payment, which payment shall be deemed an advance by IDB to Client, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Client to IDB set forth in the ARMS Agreement and shall be part of the Obligations secured hereby.

(h) Client shall provide IDB with written notice not more than thirty (30) days after filing any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof. If, after the date hereof, Client shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of IDB, Client shall promptly execute and deliver to IDB any and all assignments, agreements, instruments, documents and such other papers as may be requested by IDB to evidence the security interests in and conditional assignment of such Trademark in favor of IDB.

(i) Client has not abandoned any of the Trademarks and Client shall not intentionally do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Client shall notify IDB immediately if it knows of any reason why any application, registration or recording with respect to the Trademarks has become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Client shall render any reasonable assistance, as IDB shall reasonably determine is necessary, to IDB in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof, to maintain such application and registration of the Trademarks as Client's exclusive property and to protect IDB's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to IDB, including the validity, priority or perfection of the security interest granted herein or the remedies of IDB hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Client shall promptly notify IDB if Client (or

any affiliate thereof) learns of any act by any Person which infringes upon any Trademark. Client has advised IDB that, from time to time, it has and will continue to challenge infringements upon the Trademarks occurring outside of the United States. If requested by IDB, Client, at Client's sole expense, shall join with IDB in such action in the United States as IDB, in IDB's sole and absolute discretion, may deem advisable for the protection of IDB's interest in and to any or all of the Trademarks.

(l) Client assumes all responsibility and liability arising from the use of the Trademarks and Client hereby indemnifies and holds IDB harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Client (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Client (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the ARMS Agreement.

(m) Client shall promptly pay IDB for any and all expenditures made by IDB pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Client to IDB set forth in the ARMS Agreement and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of IDB, whether provided under this Agreement, the ARMS Agreement, the other Financing Agreements, applicable law or otherwise, IDB shall have the following rights and remedies which may be exercised without notice to, or consent by, Client except as such notice or consent is expressly provided for hereunder:

(a) IDB may require that neither Client nor any affiliate of Client make any use of the Trademarks for any purpose whatsoever. IDB may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to IDB by Client or any affiliate of Client or for such other reason as IDB may reasonably determine.

(b) IDB may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as IDB shall in its sole (but reasonable) discretion deems appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) IDB may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Client of intended disposition of Collateral is required by law, the giving of ten (10)

days prior written notice to Client of any proposed disposition shall be deemed reasonable notice thereof and Client waives any other notice with respect thereto. IDB shall have the power to buy the Collateral or any part thereof, and IDB shall also have the power to execute assurances and perform all other acts which IDB may, in its sole (but reasonable) discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, IDB may at any time execute and deliver on behalf of Client, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Client agrees to pay IDB on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Client agrees that IDB has no obligation to preserve rights to the Trademarks against any other parties.

(e) IDB may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by IDB. Thereafter, IDB may apply any remaining proceeds to such of the Obligations as IDB may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Client shall remain liable for any such deficiency and shall pay IDB on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Client to IDB set forth in the ARMS Agreement.

(f) Intentionally omitted.

(g) Nothing contained herein shall be construed as requiring IDB to take any such action at any time. All of IDB's rights and remedies, whether provided under this Agreement, the ARMS Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

(h) Notwithstanding anything to the contrary set forth herein or in the other Financing Agreements, IDB shall not enforce any rights or remedies against the Collateral until the earlier to occur of (i) the date that is one hundred twenty (120) days after the occurrence of an Event of Default under the ARMS Agreement or (ii) date of any filing by or against the Client of a petition for relief from creditors under the United States Bankruptcy Code.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Client and IDB expressly submit and consent to the jurisdiction of

the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Client and IDB irrevocably waive all claims, obligations and defenses that Client or IDB, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of IDB to bring proceedings against Client in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) IDB AND CLIENT DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Client waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) IDB shall not have any liability to Client (whether in tort, contract, equity or otherwise) for losses suffered by Client in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on IDB that the losses were the result of IDB's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (a) by hand, (b) by certified mail, return receipt requested, or (c) by recognized overnight courier service, to the other party at the address set forth on the signature page hereto, or to such other addresses as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (i) the day of hand delivery, (ii) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (iii) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hercof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement

unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "**Person**" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

(c) IDB shall have the right to assign this Agreement; Client shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind IDB and Client and their respective successors and assigns.

(d) No failure or delay by IDB in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. IDB's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which IDB may have. No waiver by IDB will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Client acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.


(g) This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when IDB has received counterparts bearing the signatures of all parties hereto. Delivery of an executed signature page by

telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

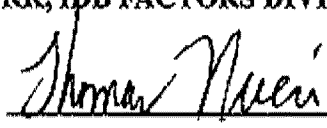
[Signature page follows]

IN WITNESS WHEREOF, Client and IDB have executed this Agreement
as of the day and year first above written.

PERFORMIX LEO

By: 
Name: MATTHEW HESSE
Title: CEO

**ISRAEL DISCOUNT BANK OF NEW
YORK, IDB FACTORS DIVISION**

By: 
Name: Thomas Nusei
Title: Vice President

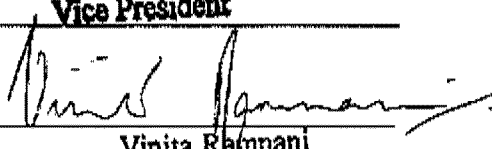
By: 
Name: Vinita Ramnani
Title: First Vice President

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

TRADEMARK LICENSES

As a matter of ordinary course, Client periodically enters into agreements with third parties, whereby Client grants such third parties the limited right to display or otherwise use certain of the Trademarks (i.e., in connection with the manufacture, distribution, promotion and marketing of Client's products).

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of May in the year 2015, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public