

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344525

| | | | |
|-----------------------------------|---|-------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Patent and Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Millennial Brands LLC | | 03/21/2015 | 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: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4364165 | KD KELSI DAGGER | |
| Registration Number: | 4546042 | POUR LA VICTOIRE | |
| Registration Number: | 4110422 | | |
| Serial Number: | 85222445 | PLVLP | |
| Registration Number: | 3944921 | KELSI DAGGER | |
| Registration Number: | 3901023 | POUR LA VICTOIRE | |
| Registration Number: | 4075073 | UNLEASHED | |
| Registration Number: | 3907954 | K9 | |
| Registration Number: | 4425826 | UNLEASHED BY ROCKET DOG | |
| Serial Number: | 77863132 | K9 | |
| Registration Number: | 3583693 | | |
| Registration Number: | 3595180 | ROCKET DOG | |
| Registration Number: | 3325064 | K9 | |
| Registration Number: | 2374928 | | |
| Registration Number: | 2403495 | ROCKET DOG | |
| Registration Number: | 2128627 | ROCKET DOG | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2027393001 | | |

CH \$415.00 4364165

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: 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: | 06/12/2015 |

Total Attachments: 24

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “Agreement”), dated as of March 21, 2015, is made by and between Millennial 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 August 29, 2014 (as amended by the Joinder and First Amendment to Loan Documents, dated December 24, 2014 (the “Joinder and First Amendment”), and as further 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. To induce Wells Fargo to enter into the Joinder and First Amendment, and as a condition to extending (or continuing to extend) credit to or for the account of Company and Company’s Affiliates, 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.

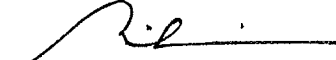
8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; ARBITRATION. The terms of Section 13 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

[signature on next page]

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

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

MILLENNIAL BRANDS LLC

By: 
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: Josephine Camalian
Title: Authorized Signatory

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

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

MILLENNIAL BRANDS LLC

By: _____
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

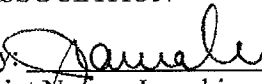
By:  _____
Print Name: Josephine Camalian
Title: Authorized Signatory

EXHIBIT A

UNITED STATES ISSUED PATENTS

NONE

UNITED STATES PATENT APPLICATIONS

NONE

FOREIGN ISSUED PATENTS






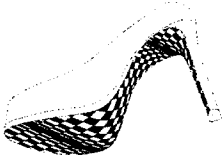

NONE







FOREIGN PATENT APPLICATIONS



NONE

EXHIBIT B








UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS








| Trademark / Word & Design | Jurisdiction | Application Number | Registration Number | Filing Date | Registration Date | Status | Owner |
|---|--------------|--------------------|---------------------|-------------|-------------------|---|-----------------------|
|  | U.S. Federal | 86024642 | | 7/31/2013 | | Published (Pending) Intent To Use | Millennial Brands LLC |
| KDB·△ | U.S. Federal | 86024648 | | 7/31/2013 | | Published (Pending) Intent To Use | Millennial Brands LLC |
|  | U.S. Federal | 85770450 | 4364165 | 11/2/2012 | 7/9/2013 | Registered | Millennial Brands LLC |
|  | U.S. Federal | 85760932 | | 10/23/2012 | | Published (Pending) Intent To Use | Millennial Brands LLC |
|  | U.S. Federal | 85760474 | | 10/22/2012 | | Published (Pending) Intent To Use | Millennial Brands LLC |
|  | U.S. Federal | 85760269 | 4546042 | 10/22/2012 | 6/10/2014 | Registered | Millennial Brands LLC |
|  | U.S. Federal | 85272603 | 4110422 | 3/21/2011 | 3/6/2012 | Registered | Millennial Brands LLC |
|  | U.S. Federal | 85981742 | 85222445 | 1/20/2011 | 6/10/2014 | Registered | Millennial Brands LLC |
| KELSI DAGGER | U.S. Federal | 77665218 | 3944921 | 2/6/2009 | 4/12/2011 | Registered | Millennial Brands LLC |
| POUR LA VICTOIRE | U.S. Federal | 77496493 | 3901023 | 6/11/2008 | 1/4/2011 | Registered | Millennial Brands LLC |







| Trademark / Word & Design | Jurisdiction | Application Number | Registration Number | Filing Date | Registration Date | Status | Owner |
|---|--------------|--------------------|---------------------|-------------|-------------------|---|-----------------------|
| ROCKET DOG | U.S. Federal | 85845068 | | 2/8/2013 | | Published (Pending) Intent To Use | Rocket Dog Brands |
|  | U.S. Federal | 85845045 | | 2/8/2013 | | Published (Pending) Intent To Use | Rocket Dog Brands LLC |
|  | U.S. Federal | 85669212 | | 7/5/2012 | | Published (Pending) Intent To Use | Rocket Dog Brands LLC |
| ROCKET DOG | U.S. Federal | 85553507 | | 2/27/2012 | | Published (Pending) Intent To Use | Rocket Dog Brands LLC |
| UNLEASHED | U.S. Federal | 85422921 | | 9/14/2011 | | Published (Pending) Intent To Use | Rocket Dog Brands LLC |
| UNLEASHED BY ROCKET DOG | U.S. Federal | 85422934 | | 9/14/2011 | | Published (Pending) Intent To Use | Rocket Dog Brands LLC |
| UNLEASHED | U.S. Federal | 85150742 | 4075073 | 10/12/2010 | 12/20/2011 | Registered | Rocket Dog Brands LLC |
|  | U.S. Federal | 85058752 | 3907954 | 6/9/2010 | 1/18/2011 | Registered | Rocket Dog Brands LLC |
| UNLEASHED BY ROCKET DOG | U.S. Federal | 77915149 | 4425826 | 1/19/2010 | 10/29/2013 | Registered | Rocket Dog Brands LLC |
| K9 | U.S. Federal | 77983214 | 77863132 | 11/2/2009 | 8/7/2012 | Registered | Rocket Dog Brands LLC |
| K9 | U.S. Federal | 86130845 | | 11/27/2013 | | Published (Pending) Intent To Use | Rocket Dog Brands LLC |
| MAX ROCKET DOG | U.S. Federal | 86113580 | | 11/8/2013 | | Published (Pending) Intent To Use | Rocket Dog Brands LLC |
| MAX ROCKET DOG | U.S. Federal | 86113581 | | 11/8/2013 | | Published (Pending) Intent To Use | Rocket Dog Brands LLC |
|  | U.S. Federal | 85856109 | | 2/21/2013 | | Published (Pending) Intent To Use | Rocket Dog Brands LLC |
|  | U.S. Federal | 76608236 | 3583693 | 8/23/2004 | 3/3/2009 | Registered | Rocket Dog Brands LLC |
| ROCKET DOG | U.S. Federal | 76608237 | 3595180 | 8/23/2004 | 3/24/2009 | Registered | Rocket Dog Brands LLC |
|  | U.S. Federal | 76410235 | 3325064 | 5/21/2002 | 10/30/2007 | Registered | Rocket Dog Brands LLC |









| Trademark / Word & Design | Jurisdiction | Application Number | Registration Number | Filing Date | Registration Date | Status | Owner |
|---|--------------|--------------------|---------------------|-------------|-------------------|----------------------|-----------------------|
|  | U.S. Federal | 75713644 | 2374928 | 5/25/1999 | 8/8/2000 | Renewed (Registered) | Rocket Dog Brands LLC |
| ROCKET DOG | U.S. Federal | 75676289 | 2403495 | 4/7/1999 | 11/14/2000 | Renewed (Registered) | Rocket Dog Brands LLC |
|  | U.S. Federal | 75202372 | 2128627 | 11/22/1996 | 1/13/1998 | Renewed (Registered) | Rocket Dog Brands LLC |







FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS








| Trademark / Word & Design | Jurisdiction | Application Number | Registration Number | Filing Date | Registration Date | Status | Owner |
|---|--------------|--------------------|---------------------|-------------|-------------------|--------------|-----------------------|
|  | Andorra | | 26252 | | 6/18/2008 | Registered | Rocket Dog Brands LLC |
|  | Argentina | 3082295 | 2675706 | 4/27/2011 | 9/9/2014 | Registered | Rocket Dog Brands LLC |
|  | Armenia | 20080642 | 13917 | 6/25/2008 | 3/30/2009 | Registered | Rocket Dog Brands LLC |
|  | Australia | 1169989 | 1169989 | 4/5/2007 | 4/5/2007 | Registered | Rocket Dog Brands LLC |
|  | Australia | 1074521 | 1074521 | 9/8/2005 | 9/8/2005 | Registered | Rocket Dog Brands LLC |
|  | Australia | 1074520 | 1074520 | 9/8/2005 | 9/8/2005 | Registered | Rocket Dog Brands LLC |
| ROCKET DOG | Australia | 1074522 | 1074522 | 9/8/2005 | 9/8/2005 | Registered | Rocket Dog Brands LLC |
| ROCKET DOG | Australia | 727168 | 727168 | 2/5/1997 | 2/5/1997 | Registered | Rocket Dog Brands LLC |
| K9 | Australia | 1273784 | 1273784 | 11/24/2008 | 11/24/2008 | Registered | Rocket Dog Brands LLC |
|  | Azerbaijan | 2009 0827 | 2009 0800 | 6/9/2008 | 8/6/2009 | Registration | Rocket Dog Brands |








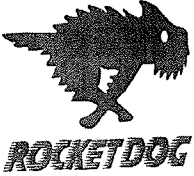

| Trademark / Word & Design | Jurisdiction | Application Number | Registration Number | Filing Date | Registration Date | Status | Owner |
|---|--------------|--------------------|---------------------|-------------|-------------------|-------------|-----------------------|
|  | Brazil | 829753443 | 829753443 | 6/9/2008 | 10/21/2014 | Registered | Rocket Dog Brands LLC |
|  | Brazil | 829753451 | 829753451 | 6/9/2008 | 10/21/2014 | Registered | Rocket Dog Brands LLC |
|  | Brazil | 829753460 | 829753460 | 6/9/2008 | 10/21/2014 | Registered | Rocket Dog Brands LLC |
| ROCKET DOG | Brazil | 828381054 | 828381054 | 5/15/2006 | 7/29/2008 | Registered | Rocket Dog Brands LLC |
|  | Brunei | 40324 | | 4/16/2009 | | Application | Rocket Dog Brands |
| UNLEASHED | Canada | 1568624 | | 3/14/2012 | | Pending | Rocket Dog Brands LLC |
| UNLEASHED BY ROCKET DOG | Canada | 1568625 | | 3/14/2012 | | Pending | Rocket Dog Brands LLC |
| FETCH BY ROCKET DOG | Canada | 1566438 | | 2/29/2012 | | Pending | Rocket Dog Brands LLC |
|  | Canada | 1550196 | | 11/1/2011 | | Pending | Rocket Dog Brands LLC |
| UNLEASHED | Canada | 1501219 | | 10/26/2010 | | Pending | Rocket Dog Brands LLC |
| Unleashed | Canada | 1501220 | | 10/26/2010 | | Pending | Rocket Dog Brands LLC |
| Unleashed | Canada | 1501226 | | 10/26/2010 | | Pending | Rocket Dog Brands LLC |
| ROCKETDOG 火箭狗 | Canada | 1342670 | TMA721186 | 4/10/2007 | 8/18/2008 | Registered | Rocket Dog Brands LLC |
|  | Canada | 1294740 | TMA694815 | 3/22/2006 | 8/27/2007 | Registered | Rocket Dog Brands LLC |
| ROCKET DOG | Canada | 1294739 | TMA691698 | 3/22/2006 | 7/9/2007 | Registered | Rocket Dog Brands LLC |
|  | Canada | 1236779 | TMA811742 | 11/2/2004 | 11/15/2011 | Registered | Rocket Dog Brands LLC |








| Trademark / Word & Design | Jurisdiction | Application Number | Registration Number | Filing Date | Registration Date | Status | Owner |
|---|--------------|--------------------|---------------------|-------------|-------------------|------------|------------------------|
|  | Canada | 878557 | TMA533006 | 5/14/1998 | 9/20/2000 | Registered | Rocket Dog Brands LLC |
| MAX ROCKET DOG | Canada | 1651256 | | 11/8/2013 | | Pending | Rocket Dog Brands, LLC |
| MAX ROCKET DOG | Canada | 1651258 | | 11/8/2013 | | Pending | Rocket Dog Brands, LLC |
|  | Canada | 1550195 | | 11/1/2011 | | Pending | Rocket Dog Brands, LLC |
| K9 | Canada | 1419815 | | 11/27/2008 | | Pending | Rocket Dog Brands, LLC |
|  | Canada | 1236388 | TMA811741 | 11/1/2004 | 11/15/2011 | Registered | Rocket Dog Brands, LLC |
|  | Chile | 1113183 | 1126753 | 5/12/1998 | 7/28/2004 | Registered | Rocket Dog Brands, LLC |
| UNLEASHED BY ROCKET DOG | China | 10615711 | 10615711 | 3/14/2012 | 5/7/2013 | Registered | Rocket Dog Brands LLC |
| UNLEASHED | China | 10615712 | 10615712 | 3/14/2012 | 5/7/2013 | Registered | Rocket Dog Brands LLC |
| FETCH BY ROCKET DOG | China | 10558815 | 10558815 | 3/2/2012 | 4/21/2013 | Registered | Rocket Dog Brands LLC |
| FETCH BY ROCKET DOG | China | 10558849 | 10558849 | 3/2/2012 | 4/21/2013 | Registered | Rocket Dog Brands LLC |
| ROCKETDOG | China | 10202340 | | 11/18/2011 | | Pending | Rocket Dog Brands LLC |
|  | China | 9015599 | 9015599 | 1/4/2011 | 2/14/2014 | Registered | Rocket Dog Brands LLC |
| UNLEASHED | China | 8781842 | 8781842 | 10/27/2010 | 1/14/2014 | Registered | Rocket Dog Brands LLC |
| Unleashed | China | 8781843 | 8781843 | 10/27/2010 | 2/7/2014 | Registered | Rocket Dog Brands LLC |
| Unleashed | China | 8781844 | 8781844 | 10/27/2010 | 2/7/2014 | Registered | Rocket Dog Brands LLC |
| K 9 | China | 7078962 | | 11/26/2008 | | Pending | Rocket Dog Brands LLC |
|  | China | 5845544 | 5845544 | 1/15/2007 | 7/14/2014 | Registered | Rocket Dog Brands LLC |










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|---|--------------|--------------------|---------------------|-------------|-------------------|------------|------------------------|
|  | China | 7021004 | 7021004 | 10/27/2008 | 12/7/2013 | Registered | Rocket Dog Brands, LLC |
|  | China | 7021017 | 7021017 | 10/27/2008 | 6/14/2013 | Registered | Rocket Dog Brands, LLC |
|  | China | 7021006 | 7021006 | 10/27/2008 | 8/7/2011 | Registered | Rocket Dog Brands, LLC |
|  | China | 7021018 | 7021018 | 10/27/2008 | 8/7/2011 | Registered | Rocket Dog Brands, LLC |
|  | China | 6398188 | 6398188 | 11/26/2007 | 3/28/2010 | Registered | Rocket Dog Brands, LLC |
|  | China | 6398186 | 6398186 | 11/26/2007 | 5/7/2010 | Registered | Rocket Dog Brands, LLC |
|  | China | 6398185 | 6398185 | 11/26/2007 | 5/14/2010 | Registered | Rocket Dog Brands, LLC |
|  | China | 5704981 | 5704981 | 11/6/2006 | 12/14/2013 | Registered | Rocket Dog Brands, LLC |









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|---|----------------------|--------------------|---------------------|-------------|-------------------|------------|------------------------|
|  | China | 4366036 | 4366036 | 11/16/2004 | 6/21/2013 | Registered | Rocket Dog Brands, LLC |
| ROCKET DOG | China | 3177425 | 3177425 | 5/16/2002 | 10/14/2010 | Registered | Rocket Dog Brands, LLC |
|  | Colombia | 08 9357 | 361188 | 1/31/2008 | 8/29/2008 | Registered | Rocket Dog Brands LLC |
| ROCKET DOG | Colombia | 02 82438 | 287361 | 9/16/2002 | 8/6/2013 | Registered | Rocket Dog Brands LLC |
|  | Colombia | 02 82439 | 273512 | 9/16/2002 | 8/6/2013 | Registered | Rocket Dog Brands LLC |
| KELSI DAGGER | Community Trademarks | 8503476 | 8503476 | 8/21/2009 | 2/17/2010 | Registered | Millennial Brands LLC |
| POUR LA VICTOIRE | Community Trademarks | 8503501 | 8503501 | 8/21/2009 | 2/17/2010 | Registered | Millennial Brands LLC |
| MAX ROCKET DOG | Community Trademarks | 12298791 | 12298791 | 11/11/2013 | 4/11/2014 | Registered | Rocket Dog Brands LLC |
| UNLEASHED | Community Trademarks | 10721819 | 10721819 | 3/13/2012 | 8/10/2012 | Registered | Rocket Dog Brands LLC |
| UNLEASHED BY ROCKET DOG | Community Trademarks | 10721751 | 10721751 | 3/13/2012 | 8/10/2012 | Registered | Rocket Dog Brands LLC |
| FETCH BY ROCKET DOG | Community Trademarks | 10685717 | 10685717 | 2/29/2012 | 7/31/2012 | Registered | Rocket Dog Brands LLC |
| Unleashed | Community Trademarks | 9479007 | 9479007 | 10/27/2010 | 3/8/2011 | Registered | Rocket Dog Brands LLC |
|  | Community Trademarks | 9447269 | 9447269 | 10/14/2010 | 2/28/2011 | Registered | Rocket Dog Brands LLC |
| UNLEASHED | Community Trademarks | 9440827 | 9440827 | 10/13/2010 | 2/28/2011 | Registered | Rocket Dog Brands LLC |
| Unleashed | Community Trademarks | 9427246 | 9427246 | 10/6/2010 | 2/21/2011 | Registered | Rocket Dog Brands LLC |
| ROCKET DOG | Community Trademarks | 9207069 | 9207069 | 6/28/2010 | 12/10/2010 | Registered | Rocket Dog Brands LLC |
|  | Community Trademarks | 9207143 | 9207143 | 6/28/2010 | 12/10/2010 | Registered | Rocket Dog Brands LLC |
|  | Community Trademarks | 9207011 | 9207011 | 6/28/2010 | 12/10/2010 | Registered | Rocket Dog Brands LLC |









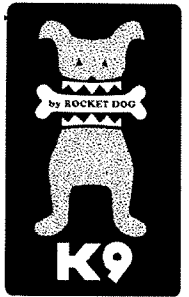
| Trademark / Word & Design | Jurisdiction | Application Number | Registration Number | Filing Date | Registration Date | Status | Owner |
|---|----------------------|--------------------|---------------------|-------------|-------------------|-------------|-----------------------|
| K9 | Community Trademarks | 7425572 | 7425572 | 11/27/2008 | 6/14/2014 | Registered | Rocket Dog Brands LLC |
|  | Community Trademarks | 6494892 | 6494892 | 11/27/2007 | 10/30/2008 | Registered | Rocket Dog Brands LLC |
| ROCKETDOG 火箭狗 | Community Trademarks | 5851449 | 5851449 | 4/5/2007 | 3/6/2008 | Registered | Rocket Dog Brands LLC |
|  ROCKETDOG | Community Trademarks | 5049374 | 5049374 | 4/11/2006 | 5/24/2007 | Registered | Rocket Dog Brands LLC |
|  | Community Trademarks | 3933256 | 3933256 | 7/14/2004 | 11/10/2005 | Registered | Rocket Dog Brands LLC |
| ROCKET DOG | Community Trademarks | 1225457 | 1225457 | 6/25/1999 | 8/23/2000 | Registered | Rocket Dog Brands LLC |
|  | Community Trademarks | 1225523 | 1225523 | 6/25/1999 | 6/28/2000 | Registered | Rocket Dog Brands LLC |
|  | Costa Rica | 2008-0001013 | | 2/6/2008 | | Application | Rocket Dog Brands LLC |
|  ROCKETDOG | Croatia | Z20082365A | Z20082365 | 11/4/2008 | 7/2/2010 | Registered | Rocket Dog Brands LLC |
|  | Ecuador | 194783 | 120 | 1/31/2008 | 1/7/2009 | Registered | Rocket Dog Brands LLC |










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|--|--------------|--------------------|---------------------|-------------|-------------------|-------------|------------------------|
|  Rocket Dog | Egypt | 248216 | | 7/4/2010 | | Application | Rocket Dog Brands LLC |
|  Rocket Dog | Guatemala | 200301603 | | 3/11/2003 | 5/6/2004 | Registered | Rocket Dog Brands LLC |
|  Rocket Dog | Hong Kong | | 200009236 | | 9/21/1999 | Registered | Rocket Dog Brands LLC |
| ROCKET DOG | Hungary | M0603949 | 191758 | 12/4/2006 | 11/19/2007 | Registered | Rocket Dog Brands LLC |
|  Rocket Dog | Hungary | M0603950 | 191751 | 12/4/2006 | 11/19/2007 | Registered | Rocket Dog Brands LLC |
|  Rocket Dog | Iceland | 2124 | 823/2008 | 6/23/2008 | 8/1/2008 | Registered | Rocket Dog Brands LLC |
| K9 | India | 1757730 | | 11/25/2008 | | Registered | Rocket Dog Brands LLC |
|  Rocket Dog | India | 1624970 | | 11/27/2007 | | Pending | Rocket Dog Brands, LLC |
|  K9 | India | 1748768 | | 10/29/2008 | | Registered | Rocket Dog Brands, LLC |
|  Rocket Dog | India | 1624968 | | 11/27/2007 | | Registered | Rocket Dog Brands, LLC |
|  K9 | India | 1624964 | | 11/27/2007 | | Registered | Rocket Dog Brands, LLC |










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|---|--------------|--------------------|---------------------|-------------|-------------------|------------|------------------------|
|  | India | 1624963 | | 11/27/2007 | | Registered | Rocket Dog Brands, LLC |
|  | India | 1624965 | | 11/27/2007 | | Pending | Rocket Dog Brands, LLC |
|  | India | 1624966 | | 11/27/2007 | | Registered | Rocket Dog Brands, LLC |
|  | India | 1624967 | | 11/27/2007 | | Registered | Rocket Dog Brands, LLC |
|  | India | 1624969 | | 11/27/2007 | | Registered | Rocket Dog Brands, LLC |
|  | Israel | 130835 | | 9/17/1999 | | Registered | Rocket Dog Brands LLC |
|  | Japan | 2008-038373 | 5356190 | 5/19/2008 | 9/24/2010 | Registered | Rocket Dog Brands LLC |
| ROCKETDOG 火箭狗 | Japan | 2007-034087 | 5102408 | 4/6/2007 | 12/28/2007 | Registered | Rocket Dog Brands LLC |





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|---|---------------|--------------------|---------------------|-------------|-------------------|--------------|-----------------------|
|  | Japan | H10-041405 | 4275574 | 5/18/1998 | 5/21/1999 | Registered | Rocket Dog Brands LLC |
|  | Kazakhstan | 43772 | 30778 | 7/4/2008 | 12/15/2009 | Registration | Rocket Dog Brands |
|  | Kosovo | KS/M/2008/68 40 | 10381 | 11/10/2008 | 6/5/2013 | Registered | Rocket Dog Brands LLC |
|  | Kuwait | 112553 | | 6/17/2010 | | Application | Rocket Dog Brands LLC |
|  | Lebanon | 129571 | | 7/7/2010 | | Application | Rocket Dog Brands LLC |
| ROCKET DOG | Liechtenstein | | 14974 | 6/17/2008 | | Registered | Rocket Dog Brands LLC |
|  | Macao | N/22893 | | 6/27/2006 | 10/9/2006 | Registered | Rocket Dog Brands LLC |
|  | Malaysia | 09006132 | | 4/15/2009 | 12/3/2010 | Registered | Rocket Dog Brands LLC |
| K9 | Mexico | 976781 | 1078292 | 11/27/2008 | 1/12/2009 | Registered | Rocket Dog Brands LLC |
|  | Mexico | 899036 | 1031334 | 11/29/2007 | 3/19/2008 | Registered | Rocket Dog Brands LLC |
|  | Mexico | 899032 | 1027291 | 11/29/2007 | 2/27/2008 | Registered | Rocket Dog Brands LLC |

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|--|--------------|--------------------|---------------------|-------------|-------------------|------------|-----------------------|
|  | Mexico | 899033 | 1025981 | 11/29/2007 | 2/22/2008 | Registered | Rocket Dog Brands LLC |
|  | Mexico | 899035 | 1035276 | 11/29/2007 | 4/18/2008 | Registered | Rocket Dog Brands LLC |
| <i>ROCKETDOG</i> 火箭狗 | Mexico | 847398 | 1039959 | 4/9/2007 | 5/20/2008 | Registered | Rocket Dog Brands LLC |
|  <i>ROCKET DOG</i> | Mexico | 686121 | 874846 | 11/4/2004 | 3/31/2005 | Registered | Rocket Dog Brands LLC |
|  <i>ROCKET DOG</i> | Mexico | 686123 | 874848 | 11/4/2004 | 3/31/2005 | Registered | Rocket Dog Brands LLC |
|  <i>ROCKET DOG</i> | Mexico | 686122 | 874847 | 11/4/2004 | 3/31/2005 | Registered | Rocket Dog Brands LLC |
|  <i>ROCKET DOG</i> | Mexico | 686120 | 874845 | 11/4/2004 | 3/31/2005 | Registered | Rocket Dog Brands LLC |
|  <i>ROCKET DOG</i> | Mexico | 686119 | 874844 | 11/4/2004 | 3/31/2005 | Registered | Rocket Dog Brands LLC |
| <i>ROCKET DOG</i> | Mexico | 584851 | 799544 | 1/23/2003 | 7/21/2003 | Registered | Rocket Dog Brands LLC |
|  | New Zealand | 779997 | 779997 | 11/22/2007 | 5/22/2008 | Registered | Rocket Dog Brands LLC |

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|---|--------------|--------------------|---------------------|-------------|-------------------|-------------|-----------------------|
| ROCKETDOG 火箭狗 | New Zealand | 766456 | 766456 | 4/10/2007 | 12/13/2007 | Registered | Rocket Dog Brands LLC |
|  | New Zealand | 716014 | 716014 | 7/29/2004 | 2/3/2005 | Registered | Rocket Dog Brands LLC |
|  | New Zealand | 294139 | 294139 | 6/22/1998 | 10/7/2002 | Registered | Rocket Dog Brands LLC |
| ROCKET DOG | New Zealand | 272467 | 272467 | 2/7/1997 | 9/1/1997 | Registered | Rocket Dog Brands LLC |
|  | Nicaragua | 2003-00000800 | 59142 | 3/18/2003 | 10/22/2003 | Registered | Rocket Dog Brands LLC |
|  | Norway | 200807792 | 247483 | 6/17/2008 | 9/3/2008 | Registered | Rocket Dog Brands LLC |
|  | Pakistan | 253845 | | 7/30/2008 | | Application | Rocket Dog Brands |
|  | Pakistan | 252184 | | 6/18/2008 | | Application | Rocket Dog Brands |
|  | Pakistan | 252185 | | 6/18/2008 | | Application | Rocket Dog Brands |
|  | Pakistan | 252186 | | 6/18/2008 | | Application | Rocket Dog Bands |
|  | Pakistan | 252183 | | 6/18/2008 | | Application | Rocket Dog Brands |

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|---|--------------------|--------------------|---------------------|-------------|-------------------|-------------|-----------------------|
|  | Pakistan | 266652 | | 5/18/2009 | | Pending | Rocket Dog Brands LLC |
|  | Panama | 104767 | 104767 | 1/7/2000 | 1/7/2000 | Registered | Rocket Dog Brands LLC |
|  | Peru | 345945-2008 | P00119417 | 1/5/2006 | 9/15/2006 | Registered | Rocket Dog Brands LLC |
|  | Philippines | 42006005599 | 42006005599 | 5/26/2006 | 4/2/2007 | Registered | Rocket Dog Brands LLC |
|  | Romania | M 2007 10790 | 90826 | 11/22/2007 | 4/22/2008 | Registered | Rocket Dog Brands LLC |
| ROCKET DOG | Romania | M 2006 02647 | 76465 | 3/14/2006 | 1/26/2007 | Registered | Rocket Dog Brands LLC |
|  | Romania | M 2006 02648 | 76466 | 3/14/2006 | 1/26/2007 | Registered | Rocket Dog Brands LLC |
|  | Russian Federation | 2008719580 | 408907 | 6/20/2008 | 5/18/2010 | Registered | Rocket Dog Brands LLC |
|  | Singapore | T9910677C | | 9/23/1999 | | Registered | Rocket Dog Brands LLC |
| K9 | South Africa | 2008/27540 | | 11/24/2008 | | Application | Rocket Dog Brands |
|  | South Africa | 2007/27712 | | 11/28/2007 | | Application | Rocket Dog Brands |

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|---|----------------------|--------------------|---------------------|-------------|-------------------|-------------|------------------------|
|  ROCKET DOG | South Korea | 40-2007-0059929 | 400805125000 | 11/22/2007 | 11/2/2009 | Registered | Rocket Dog Brands, LLC |
|  ROCKET DOG | Sri Lanka | 133333 | | 7/4/2006 | | Pending | Rocket Dog Brands LLC |
|  ROCKET DOG | Switzerland | 57682/2008 | 575520 | 6/17/2008 | 8/19/2008 | Registered | Rocket Dog Brands LLC |
|  ROCKET DOG | Syria | 7367 | | 7/7/2010 | | Application | Rocket Dog Brands LLC |
|  ROCKET DOG | Taiwan | 099056839 | 01463660 | 11/15/2010 | 7/1/2011 | Registered | Rocket Dog Brands LLC |
|  ROCKET DOG | Taiwan | 088047836 | 00926181 | 9/28/1999 | 1/16/2001 | Registered | Rocket Dog Brands LLC |
| ROCKETDOG 火箭狗 | Turkey | 2007/18496 | 2007/18496 | 4/6/2007 | 4/6/2007 | Registered | Rocket Dog Brands LLC |
| rocket dog | Turkey | 2006/12742 | 2006/12742 | 3/30/2006 | | Registered | Rocket Dog Brands LLC |
|  | Turkey | 2006/12430 | 2006/12430 | 3/29/2006 | | Registered | Rocket Dog Brands LLC |
|  ROCKET DOG | United Arab Emirates | 144072 | | 6/27/2010 | | Application | Rocket Dog Brands LLC |
| MAX ROCKET DOG | United Kingdom | 3030116 | 3030116 | 11/11/2013 | 3/14/2014 | Registered | Rocket Dog Brands, LLC |
| FETCH BY ROCKET DOG | United Kingdom | 2612300 | 2612300 | 2/29/2012 | 6/1/2012 | Registered | Rocket Dog Brands, LLC |
|  ROCKET DOG | United Kingdom | 2172998 | 2172998 | 7/24/1998 | 1/15/1999 | Registered | Rocket Dog Brands, LLC |

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|--|--------------|--------------------|---------------------|-------------|-------------------|------------|-----------------------|
|  | Vietnam | 4200908698 | 40154361000 | 5/6/2009 | 11/10/2010 | Registered | Rocket Dog Brands LLC |
|  | Vietnam | 4200811909 | 40136726000 | 6/5/2008 | 11/9/2009 | Registered | Rocket Dog Brands LLC |
|  | Vietnam | 4200810602 | 40138147000 | 5/20/2008 | 12/1/2009 | Registered | Rocket Dog Brands LLC |
|  | Vietnam | 4200609860 | 40112214000 | 6/26/2006 | 10/27/2008 | Registered | Rocket Dog Brands LLC |