

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PETSTAGES, INC.		10/14/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	CRESCENT DIRECT LENDING, LLC, as Administrative Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	86377356	MADCAP	
Serial Number:	86613858	REBOUND	
Serial Number:	86577161	SLINGSOCK	
Serial Number:	86687912	FINITI	
Serial Number:	86369727	ELKRIDGE	
Serial Number:	86423190	ADDED BALANCE	
Serial Number:	86247254	BONE BLEND	
Serial Number:	86348629	DEERHORN	
Serial Number:	85974226	GRATIFY	
Registration Number:	4685511	INVIRONMENT	
Registration Number:	4633924	BEYOND BONE	
Registration Number:	4598864	SPILL GUARD	
Registration Number:	4533751	RUFFWOOD	
Registration Number:	3248440	HEALTHY PORTION	
Registration Number:	3420018	SMART PAW	
Registration Number:	2930186	PETSTAGES	
Registration Number:	4359507	CRUNCHCORE	
Registration Number:	4514817	DOGWOOD	
Registration Number:	4222077	THOR	

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Property Type	Number	Word Mark
Registration Number:	4222076	THOR
Registration Number:	3935935	
Registration Number:	3783100	OCCUPI
Registration Number:	3692958	GREENMAGIC
Registration Number:	3051437	ORKA
Registration Number:	3340461	PETSTAGES
Registration Number:	2930187	PETSTAGES
Registration Number:	2935752	PETSTAGES
Registration Number:	3067057	PETSTAGES
Registration Number:	3340458	PETSTAGES

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 22283/014

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 10/20/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of October 14, 2015, by and between PETSTAGES, INC., an Illinois corporation (“Grantor”), in favor of CRESCENT DIRECT LENDING, LLC, a Delaware limited liability company, in its capacity as administrative agent (in such capacity and together with its successors and permitted assigns, “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof by, and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PETSTAGES, INC.

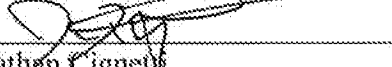
By: Stephen Rice

Name: Stephen Rice

Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CRESCENT DIRECT LENDING, LLC,
as Administrative Agent

By: 
Name: Jonathan Cignetti
Title: Senior Vice President

[Signature Page to Trademark Security Agreement (Petstages)]

TRADEMARK
REEL: 005648 FRAME: 0548

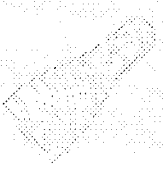




SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

OWNER	MARK	JURISDICTION	APPLN NO.	FILED	REGN NO.	REGN DATE
PetStages, Inc.	MADCAP	USA	86377356	8/26/14	--	--
PetStages, Inc.	REBOUND	USA	86613858	4/29/15	--	--
PetStages, Inc.	SLINGSOCK	USA	86577161	3/26/15	--	--
PetStages, Inc.	FINITI	USA	86687912	7/9/15	--	--
PetStages, Inc.	ELKRIDGE	USA	86369727	8/18/14	--	--
PetStages, Inc.	ADDED BALANCE	USA	86423190	10/14/14	--	--
PetStages, Inc.	BONE BLEND	USA	86247254	4/9/14	--	--
PetStages, Inc.	DEERHORN	USA	86348629	7/25/14	--	--
PetStages, Inc.	GRATIFY	USA	85974226	7/1/13	--	--
PetStages, Inc.	ENVIRONMENT	USA	86032214	8/8/13	4685511	2/10/15
PetStages, Inc.	BEYOND BONE	USA	86086821	10/9/13	4633924	11/4/14
PetStages, Inc.	SPILL GUARD	USA	86093697	10/17/13	4598864	9/2/14
PetStages, Inc.	RUFFWOOD	USA	86148747	12/19/13	4533751	5/20/14
PetStages, Inc.	HEALTHY PORTION	USA	78666502	7/8/05	3248440	5/29/07
PetStages, Inc.	SMART PAW	USA	78666481	7/8/95	3420018	4/29/08
PetStages, Inc.	PETSTAGES	USA	76537520	8/15/03	2930186	3/8/05
PetStages, Inc.	CRUNCHCORE	USA	76713287	1/24/13	4359507	7/2/13
PetStages, Inc.	DOGWOOD	USA	76712819	11/13/12	4514817	4/15/14
PetStages, Inc.	THOR (Stylized & Design)	USA	76707128	4/1/11	4222077	10/9/12
PetStages, Inc.	THOR	USA	76707127	4/1/11	4222076	10/9/12
PetStages, Inc.	Design of Dog Treat	USA	76701849	3/1/10	3935935	3/22/11



OWNER	MARK	JURISDICTION	APPLN NO.	FILED	REGN NO.	REGN DATE
PetStages, Inc.						
PetStages, Inc.	OCCUPI	USA	766995597	2/2/09	3783100	5/4/10
PetStages, Inc.	GREENMAGIC	USA	76690775	6/17/08	3692958	10/6/09
PetStages, Inc.	ORKA	USA	76596302	6/7/04	3051437	1/24/06
PetStages, Inc.	PETSTAGES (Stylized & Design)	USA	76537524	8/15/03	3340461	11/20/07
PetStages, Inc.						
PetStages, Inc.	PETSTAGES (Stylized & Design)	USA	76537523	8/15/03	2930187	3/8/05
PetStages, Inc.						
PetStages, Inc.	PETSTAGES (Stylized & Design)	USA	76537522	8/15/03	2935752	3/29/05
PetStages, Inc.						
PetStages, Inc.	PETSTAGES (Stylized & Design)	USA	76537521	8/15/03	3067057	3/14/06
PetStages, Inc.						
PetStages, Inc.	PETSTAGES	USA	76535056	8/6/03	3340458	11/20/07