

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359240

<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>
THE KYJEN COMPANY, LLC		10/14/2015	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRESCENT DIRECT LENDING, LLC, as Administrative Agent		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 77</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86735641	PAL PAKS	
<b>Serial Number:</b>	86735636	SNACKIMALS	
<b>Serial Number:</b>	86550902	LUCKY DOG SLOTS	
<b>Serial Number:</b>	86550894	HANDS FREE HIPSTER	
<b>Serial Number:</b>	86273760	TIGER SEAMZ	
<b>Serial Number:</b>	86667690	OUTWARD HOUND RAISE THE WOOF	
<b>Serial Number:</b>	86667663	OUTWARD HOUND RAISE THE WOOF	
<b>Registration Number:</b>	4757258	THE WOOF PACK	
<b>Serial Number:</b>	86311435	TIGER TESTED	
<b>Serial Number:</b>	86311434	TIGER TUFF	
<b>Serial Number:</b>	86464989	SNAPFETCH	
<b>Serial Number:</b>	86459440	TREATER TOTTER	
<b>Serial Number:</b>	86459415	THERMO PAW	
<b>Serial Number:</b>	86459417	THERMO VEST	
<b>Serial Number:</b>	86252051	PLUSH PUPPIES SQUEAKER MAT	
<b>Serial Number:</b>	86168003	GIVE THE GIFT OF PLAY	
<b>Serial Number:</b>	86202837	"PICK UP WHERE YOUR DOG LEFT OFF"	
<b>Serial Number:</b>	86199676	PFAT BAG	
<b>Serial Number:</b>	86193513	SEEK.SQUEAK.REPEAT	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	86150511	KYJEN
Serial Number:	86105940	KEEPS SQUEAKIN' WHEN PUNCTURED
Registration Number:	4553649	DOGGY BLOCKS SPINNER
Registration Number:	4551944	TIC-TAC-TWIRL
Registration Number:	4551892	YIN-YANG-YUM
Registration Number:	4501130	SLO-BOWL
Registration Number:	4396343	KAZOOTIES
Registration Number:	4400254	LIL' RIPPERS
Registration Number:	4287105	THEY KEEP ON SQUEAKING EVEN WHEN PUNCTUR
Registration Number:	4246112	PAW FLAPPER
Registration Number:	4246111	TUFF GUYS
Registration Number:	4404159	TREAT WHEEL DOG TOY PUZZLE
Registration Number:	4404158	STAR SPINNER DOG TOY PUZZLE
Registration Number:	4234134	EXTREME HIDE A SQUIRREL
Registration Number:	4253348	MOON ROVER RESCUE
Registration Number:	4249479	KIBBLE DROP
Registration Number:	4278553	TREAT TRIAD
Registration Number:	4249477	CAGEY CUBE
Registration Number:	4232744	DOG GAMES PUZZLE TOYS
Registration Number:	4157911	TUFF ONES
Registration Number:	4157895	PLUSH BUDDIES
Registration Number:	4157870	INDESTRUCTIBLES
Registration Number:	4157847	IQUBE
Registration Number:	4157679	PUZZLE PLUSH
Registration Number:	4160602	HIDE A BIRD
Registration Number:	4157501	HIDE A BEE
Registration Number:	4098946	MOBILE HOME
Registration Number:	4163580	LEASH MATE
Registration Number:	4143993	SEAMSTERS
Registration Number:	4124307	KEEPING DOGS ACTIVE AND ENGAGED
Registration Number:	4028886	INSTINCT CONTOUR NESTING BEDS
Registration Number:	4022573	LOUD, LONG SQUAWKIN' FUN FOR YOUR DOG!
Registration Number:	4012600	PAW HIDE
Registration Number:	4012596	RUBBA TUGS
Registration Number:	4145036	TAIL TEASERS
Registration Number:	4012367	INVINCIBLES
Registration Number:	4008839	DOG GAMES
Registration Number:	3424468	DOGGIE JOGGER

Property Type	Number	Word Mark
Registration Number:	3424467	MEGA SQUEAK SQUEAKER MAT
Registration Number:	2908525	PIP SQUEAKS
Registration Number:	2881726	POLYTEX
Registration Number:	3111129	BUNGEES
Registration Number:	3813030	DISPOSE-A-BOWL
Registration Number:	4239599	DOG GAMES
Registration Number:	3605948	SPACE
Registration Number:	3611770	POOCH PICK-UP
Registration Number:	3460650	LAUNCH-A-BALL
Registration Number:	3279263	WALK 'N ROLL
Registration Number:	3282284	FLEECY CLEANS
Registration Number:	3279252	PORT-A-BOWL
Registration Number:	3278965	HIDE A SQUIRREL
Registration Number:	3278963	BABBLE BUDDIES
Registration Number:	2677717	INTELLIBONE
Registration Number:	3203221	PLUSH PUPPIES
Registration Number:	2709593	OUTWARD HOUND
Serial Number:	86775823	BIONIK SUPERNATURAL STRONG
Serial Number:	86775815	BIONIK
Serial Number:	86761898	FETCHBOT

#### 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: 9

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of October 14, 2015, by and between THE KYJEN COMPANY, LLC, a Colorado limited liability company ("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]*

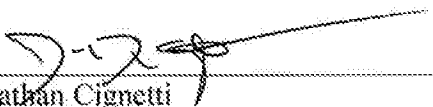
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE KYJEN COMPANY, LLC

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



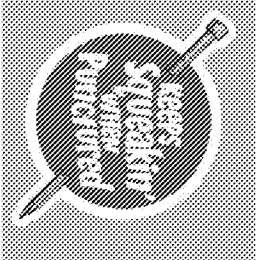




SCHEDULE I



TO

TRADEMARK SECURITY AGREEMENT

MARK	JURISDICTION	APPLN NO.	FILED	REGN NO.	REGN DATE
PAL PAKS	USA	86735641	08/24/15	--	--
SNACKIMALS	USA	86735636	08/24/15	--	--
LUCKY DOG SLOTS	USA	86550902	03/02/15	--	--
HANDS FREE HIPSTER	USA	86550894	03/02/15	--	--
TIGER SEAMZ	USA	86273760	05/07/14	--	--
OUTWARD HOUND RAISE THE WOOF (Stylized & Design)	USA	86667690	06/19/15	--	--
					
OUTWARD HOUND RAISE THE WOOF (Stylized & Design)	USA	86667663	06/18/15	--	--
					
THE WOOF PACK (Stylized & Design)	USA	86242158	04/04/14	4757258	06/16/15

MARK	JURISDICTION	APPLN NO.	FILED	REGN NO.	REGN DATE
					
TIGER TESTED	USA	86311435	06/17/14	--	--
TIGER TUFF	USA	86311434	06/17/14	--	--
SNAPFETCH	USA	86464989	11/25/14	--	--
TREATER TOTTER	USA	86459440	11/19/14	--	--
THERMO PAW	USA	86459415	11/19/14	--	--
THERMO VEST	USA	86459417	11/19/14	--	--
PUSH PUPPIES SQUEAKER MAT	USA	86252051	04/14/14	4640942	11/18/14
GIVE THE GIFT OF PLAY	USA	86168003	01/16/14	4612840	09/30/14
"PICK UP WHERE YOUR DOG LEFT OFF"	USA	86202837	02/24/14	4601518	09/09/14
PFAT BAG	USA	86199676	02/20/14	4601504	09/09/14
SEEK.SQUEAK.REPEAT	USA	86193513	02/13/14	4601425	09/09/14
KYJEN (Stylized & Design)	USA	86150511	12/22/13	4596176	09/02/14
					
KEEPS SQUEAKIN' WHEN PUNCTURED	USA	86105940	10/30/13	4587649	08/19/14
					

MARK	JURISDICTION	APPLN NO.	FILED	REGN NO.	REGN DATE
DOGGY BLOCKS SPINNER	USA	86168012	01/16/14	4553649	06/17/14
TIC-TAC-TWIRL	USA	86168007	01/16/14	4551944	06/17/14
YIN-YANG-YUM	USA	86131549	11/27/13	4551892	06/17/14
SLO-BOWL	USA	86016993	07/23/13	4501130	03/25/14
KAZOOTIES	USA	85912658	04/23/13	4396343	09/03/13
LIL' RIPPERS	USA	85897265	04/06/13	4400254	09/10/13
THEY KEEP ON SQUEAKING EVEN WHEN PUNCTURED!	USA	85775878	11/09/12	4287105	02/05/13
PAW FLAPPER	USA	85640335	05/31/12	4246112	11/20/12
TUFF GUYS	USA	85640099	05/31/12	4246111	11/20/12
TREAT WHEEL DOG TOY PUZZLE (Stylized & Design)	USA	85599309	04/16/12	4404159	09/17/13
					
STAR SPINNER DOG TOY PUZZLE (Stylized & Design)	USA	85599292	04/16/12	4404158	09/17/13
					
EXTREME HIDE A SQUIRREL	USA	85591708	04/06/12	4234134	10/30/12
MOON ROVER RESCUE	USA	85591698	04/06/12	4253348	12/04/12
KIBBLE DROP	USA	85575197	03/21/12	4249479	11/27/12

MARK	JURISDICTION	APPLN NO.	FILED	REGN NO.	REGN DATE
TREAT TRIAD	USA	85575190	03/21/12	4278553	01/22/13
CAGEY CUBE	USA	85575188	03/21/12	4249477	11/27/12
DOG GAMES PUZZLE TOYS (Stylized & Design)	USA	85481165	11/27/11	4232744	10/30/12
					
TUFF ONES	USA	85478379	11/21/11	4157911	06/12/12
PLUSH BUDDIES	USA	85467700	11/08/11	4157895	06/12/12
INDESTRUCTIBLES	USA	85460980	10/31/11	4157870	06/12/12
IQUBE	USA	85457354	10/27/11	4157847	06/12/12
PUZZLE PLUSH	USA	85449223	10/17/11	4157679	06/12/12
HIDE A BIRD	USA	85447309	10/14/11	4160602	06/19/12
HIDE A BEE	USA	85447304	10/14/11	4157501	06/12/12
MOBILE HOME	USA	85362547	07/03/11	4098946	02/14/12
LEASH MATE	USA	85362545	07/03/11	4163580	06/26/12
SEAMSTERS	USA	85265685	03/13/11	4143993	05/15/12
KEEPING DOGS ACTIVE AND ENGAGED	USA	85265684	03/13/11	4124307	04/10/12
INSTINCT CONTOUR NESTING BEDS	USA	85265682	03/13/11	4028886	09/20/11
LOUD, LONG SQUAWKIN' FUN FOR YOUR DOG!	USA	85239293	02/10/11	4022573	09/06/11
PAW/HIDE	USA	85228238	01/27/11	4012600	08/16/11
RUBBA TUGS	USA	85228231	01/27/11	4012596	08/16/11
TAIL TEASERS	USA	85228190	01/27/11	4145036	05/22/12
INVINCIBLES	USA	85224850	01/24/11	4012367	08/16/11
DOG GAMES (Stylized & Design)	USA	85177335	11/15/10	4008839	08/09/11
					
DOGGIE JOGGER	USA	78841749	03/20/06	3424468	05/06/08
MEGA SQUEAK SQUEAKER	USA	78841741	03/20/06	3424467	05/06/08

MARK	JURISDICTION	APPLN NO.	FILED	REGN NO.	REGN DATE
MAT					
PIP SQUEAKS	USA	78297888	09/09/03	2908525	12/07/04
POLYTEX	USA	78297894	09/09/03	2881726	09/07/04
BUNGEES	USA	78297918	09/09/03	3111129	07/04/06
DISPOSE-A-BOWL	USA	77761358	06/16/09	3813030	07/06/10
DOG GAMES	USA	77571488	09/16/08	4239599	11/13/12
SPACE	USA	77567251	09/10/08	3605948	04/14/09
POOCH PICK-UP	USA	77567244	09/10/08	3611770	04/28/09
LAUNCH-A-BALL	USA	77197385	06/04/07	3460650	07/08/08
WALK 'N ROLL	USA	77093974	01/29/07	3279263	08/14/07
FLEECY CLEANS	USA	77085024	01/17/07	3282284	08/21/07
PORT-A-BOWL	USA	77083300	01/15/07	3279252	08/14/07
HIDE A SQUIRREL	USA	77028347	10/24/06	3278965	08/14/07
BABBLE BUDDIES	USA	77028313	10/24/06	3278963	08/14/07
INTELLIBONE	USA	76390643	04/02/02	2677717	01/21/03
PLUSH PUPPIES	USA	76340774	11/20/01	3203221	01/30/07
OUTWARD HOUND	USA	75458781	03/30/98	2709593	04/22/03
BIONIK SUPERNATURAL STRONG	USA	86775823	10/01/15	--	--
BIONIK	USA	86775815	10/01/15	--	--
FETCHBOT	USA	86761898	09/18/15	--	--