

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROBBINSKERSTEN DIRECT, LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Eagle Fund III, L.P.		
Street Address:	1 N. Brentwood, Suite 1550		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED PARTNERSHIP: MISSOURI		
Name:	Eagle Fund III-A, L.P.		
Street Address:	1 N. Brentwood, Suite 1550		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED PARTNERSHIP: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3860596	ALPHA DOG MARKETING	
CORRESPONDENCE DATA			
Fax Number:	3146127874		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-444-7600		
Email:	tbranson@lewisrice.com		
Correspondent Name:	Terri Branson		
Address Line 1:	600 Washington Ave., Suite 2500		
Address Line 2:	Lewis Rice LLC		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	112769.64578		
NAME OF SUBMITTER:	Terri Branson		

OP \$40.00 3860596

SIGNATURE:	/Terri Branson/
DATE SIGNED:	11/04/2015
Total Attachments: 8 source=RobbinskerstenDirectTrademarkSA#page1.tif source=RobbinskerstenDirectTrademarkSA#page2.tif source=RobbinskerstenDirectTrademarkSA#page3.tif source=RobbinskerstenDirectTrademarkSA#page4.tif source=RobbinskerstenDirectTrademarkSA#page5.tif source=RobbinskerstenDirectTrademarkSA#page6.tif source=RobbinskerstenDirectTrademarkSA#page7.tif source=RobbinskerstenDirectTrademarkSA#page8.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement"), dated as of September 30, 2015, is made by and between LW ROBBINS, LLC, a Delaware limited liability company, ROBBINSKERSTEN DIRECT, INC., a Massachusetts corporation, and ROBBINSKERSTEN DIRECT, LLC, a Delaware limited liability company, each having a business location at the address set forth below next to its signature (separately and collectively, the "Debtor"), and EAGLE FUND III, L.P., a Missouri limited partnership, and EAGLE FUND III-A, L.P., a Missouri limited partnership, each having a business location at the address set forth below next to its signature (separately and collectively, the "Secured Party").

Recitals

A. Debtor, as borrowers, and the Secured Party, as lender, are parties to a Securities Purchase and Security Agreement of even date herewith (as the same may be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtors.

B. As a condition to extending credit to or for the account of the Debtors, the Secured Party has required the execution and delivery of this Agreement by the Debtors.

NOW THEREFORE, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

Agreement

1. Definitions. All terms capitalized but not defined in this Agreement shall have the same meanings set forth in the Loan Agreement.

2. Grant of Security Interest. In consideration of the mutual agreements set forth in this Agreement and in the Loan Agreement, Debtor irrevocably pledges, assigns, and grants to Secured Party a continuing security interest, with power of sale to the extent permitted by law, in Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A and incorporated by this reference and the trademarks, and renewals thereof, and all licenses, income, royalties, damages, and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of Debtor's business connected with the use of and symbolized by the Trademarks.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a limited liability company or corporation, as applicable, duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary limited liability company or corporate action, as applicable, on the part of Debtor.

(b) **Trademarks.** Schedule A accurately lists all Trademarks owned or controlled by Debtor as of the date of this Agreement and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining to the Trademarks as of the date of this Agreement. If after the date of this Agreement, Debtor owns or controls any Trademarks not listed on Schedule A or if Schedule A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to Secured Party with a replacement Schedule A, which upon acceptance by Secured Party shall become part of this Agreement. The provisions of this Agreement shall automatically apply to any existing Trademarks of which Debtor has not previously informed Secured Party or to which Debtor becomes entitled to the benefit, which benefit is not in existence on the date of this Agreement.

(c) **Affiliates.** As of the date of this Agreement, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor, constitute Trademarks. If after the date of this Agreement any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Secured Party of such item(s) and cause such Affiliate to execute and deliver to Secured Party trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Debtor has absolute title to each Trademark listed on Schedule A, free and clear of all liens, except for the security interest in favor of Senior Lender securing the Senior Debt. Debtor (i) will have, at the time Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all liens (except for the security interest in favor of Senior Lender securing the Senior Debt), and (ii) will keep all Trademarks free and clear of all liens (except for the security interest in favor of Senior Lender securing the Senior Debt).

(e) **No Sale.** Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest in the Trademarks, without Secured Party's prior written consent.

(f) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons.

(g) **Maintenance.** Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow Secured Party to timely pay any such maintenance fees or annuities which may become due on any 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.

(h) **Product Quality.** Debtor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Debtor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Secured Party under the Trademarks.

(i) **Secured Party's Right to Take Action.** If Debtor 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 thirty (30) calendar days after Secured Party gives Debtor 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 Debtor notifies Secured Party that it intends to abandon a Trademark, Secured Party 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 Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party 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, Debtor shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the Default Rate applicable to Revolving Credit Loans under the Loan Agreement.

(k) **Power of Attorney.** To facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6, Debtor irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor 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 Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Debtor ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Agreement. The power of attorney granted in this Agreement shall terminate upon the payment and performance in full of all obligations under the Loan Agreement.

4. **Debtor's Use of the Trademarks.** Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from using the 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. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement ("Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or

agreement in this Agreement binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions:

(a) Secured Party may exercise any or all remedies available under the Loan Documents.

(b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Secured Party may enforce the Trademarks and any licenses under the Trademarks, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth in this Agreement shall be borne by Debtor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Debtor and until paid shall constitute Obligations.

8. Further Assurances. Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth in this Agreement.

9. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the security interest granted in this Agreement can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party 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 Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party'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 Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance of this Agreement. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party 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 Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Missouri without regard to conflicts of law provisions. 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 in this Agreement or prescribed by this Agreement. 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 under the Loan Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Balance of this page left blank; signatures to follow.]

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

Address

301 Edgewater Place, Suite 425
Wakefield, Massachusetts 01880
Attention: Chief Executive Officer

"Debtor"

LW ROBBINS, LLC

By: Timothy Kersten
Name: Timothy Kersten
Title: CEO

201 Summer Street
Holliston, Massachusetts 01746
Attention: Jeffrey Emig

ROBBINSKERSTEN DIRECT, INC.

By: Timothy Kersten
Name: Timothy Kersten
Title: CEO

301 Edgewater Place, Suite 425
Wakefield, Massachusetts 01880
Attention: Jeffrey Emig

ROBBINSKERSTEN DIRECT, LLC

By: Timothy Kersten
Name: Timothy Kersten
Title: CEO

Address

1 N. Brentwood, Suite 1550
St. Louis, MO 63105

"Secured Party"

EAGLE FUND III, L.P.

By: Eagle Fund III Partners, L.L.C.

By: _____
Name: _____
Title: _____

EAGLE FUND III-A, L.P.

By: Eagle Fund III Partners, L.L.C.

By: _____
Name: _____
Title: _____

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

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301 Edgewater Place, Suite 425
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201 Summer Street
Holliston, Massachusetts 01746
Attention: Jeffrey Emig

ROBBINSKERSTEN DIRECT, INC.

By: _____
Name: _____
Title: _____

301 Edgewater Place, Suite 425
Wakefield, Massachusetts 01880
Attention: Jeffrey Emig

ROBBINSKERSTEN DIRECT, LLC

By: _____
Name: _____
Title: _____

Address

1 N. Brentwood, Suite 1550
St. Louis, MO 63105

"Secured Party"

EAGLE FUND III, L.P.

By: Eagle Fund III Partners, L.L.C.

By: B. M. J.
Name: Benjamin M. Cris
Title: Director

EAGLE FUND III-A, L.P.

By: Eagle Fund III Partners, L.L.C.

By: B. M. J.
Name: Benjamin M. Cris
Title: Director

EXHIBIT A

TRADEMARKS

LW ROBBINS, LLC

None

ROBBINSKERSTEN DIRECT, INC.

None

ROBBINSKERSTEN DIRECT, LLC

“Alpha Dog Marketing” (standard characters without claim to any particular font, style, size or color); registered with USPTO Oct. 12, 2010, reg. no. 3,860,596; registered with State of Nebraska April 1, 2005 (expired, superseded by federal filing).