

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyper Pet LLC		01/07/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	Commercial Loan Service Center/DCC		
Internal Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2826628	HYPERDOG	
Registration Number:	4578924	K-9 KANNON	
Registration Number:	2356318	PET WEAR	
Registration Number:	1350634	ROSE AMERICA CORPORATION	
Registration Number:	3246296	BMB	
Registration Number:	1903569	SAND CANYON	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-15015		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

OP \$165.00 2826628

SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	01/08/2016
Total Attachments: 13 source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page1.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page2.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page3.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page4.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page5.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page6.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page7.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page8.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page9.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page10.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page11.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page12.tif source=PNC_Hyper Pet LLC_Executed - IP Security Agreement#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 7th day of January, 2016 by **HYPER PET LLC** a Delaware limited liability company ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, Grantor (sometimes referred to herein together with each Person joined to the Loan Agreement (defined below) from time to time, "Borrowers") has entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by Grantor's copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers and guarantors under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference, including, without limitation, all provisions contained therein that limit or restrict Grantor's rights to sell, license, grant any options with respect to, assign or encumber its interests in the Copyrights, Trademarks or Patents (each as defined below). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each copyright, copyright application, trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such copyrights and copyright applications, the "Copyrights", such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, Trademark and Patent; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Copyright, Trademark or Patent, or (b) injury to the goodwill associated with any Copyright, Trademark or Patent.

3. Representations and Warranties. Grantor hereby represents and warrants that the Copyrights, Trademarks and Patents listed on Schedule I attached hereto constitute all copyrights, copyright applications, trademarks, trademark applications, patents, and patent applications owned or registered to Grantor as of the date of this Agreement.


4. Termination. This Agreement shall continue in effect until all of the Obligations are paid in full in cash and satisfied in full and the Loan Agreement is terminated.

5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE COMMONWEALTH OF PENNSYLVANIA.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HYPER PET LLC

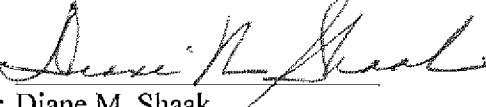
By: 
Name: Chad C. Clark
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

TRADEMARK
REEL: 005705 FRAME: 0689

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Diane M. Shaak
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

TRADEMARK
REEL: 005705 FRAME: 0690

SCHEDULE 1

PATENT REGISTRATIONS

Title	Number	Issue Date	Owner	Counsel
TOY LAUNCHER FOR PETS	29/545,786	Filed November 16, 2015	Rose America Corp. (Knepper, Michael, inventor)	Hovey Williams
DOG EXERCISING APPARATUS AND METHOD	7,823,571	Nov. 2, 2010	Hyper Products, Inc.	Westman, Champlin & Kelly, P.A
DOG COLLAR HAVING BUCKLE	6,880,490	April 19, 2005	Rose America, Inc.	Shoemaker And Mattare, Ltd. C/O Davis & Bujold, P.L.L.C.
SQUEAKY TENNIS BALL	U.S. Prov. App. 62/052,030	Filed Sept. 18, 2014	EXPIRED	
SQUAWKERS/Ball	D747832	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.
SQUAWKERS/Bone	Issue Fee Paid	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.
SQUAWKERS/4-prong jack	Allowance Expected	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.
SQUAWKERS/3-prong jack	Allowance Expected	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.
SQUAWKERS/football	Allowed	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.
SQUAWKERS/disc	Final rejection	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.

SCHEDULE -1

Title	Number	Issue Date	Owner	Counsel
Animal cooling device	D635,725	April 05, 2011	Rose America Corporation	Dinesh Agarwal, P.C.
LaCrosse style ball thrower for dogs	D634,489	March 15, 2011	Rose America Corporation	Gregory W. O'Connor
Animal cooling device	D622,454	August 24, 2010	Rose America Corporation	Dinesh Agarwal, P.C.
Harness square	D477,692	July 22, 2003	Rose America Corporation	Charles W. Fallow, Shoemaker and Mattare
Oblong harness square	D471,678	March 11, 2003	Rose America Corporation	Shoemaker and Mattare
Harness buckle	D471,328		Rose America Corporation	
Display hanger for belts and collars	6,024,213		Rose America Corporation	
Flexible flying disk toy	D345,586		Rose America Corporation	
Flexible flying disk toy	5,261,846		Rose America Corporation	
Animal cooling device and method therefor	20110232587		Rose America Corporation	
Animal cooling device and method therefor	20110232586		Rose America Corporation	
Pet toy and method for making the same	20110232580		Rose America Corporation	
Animal Restraint with Snap Hook and Buckle	20090139464		Rose America Corporation	
Reversible Pet Collar with Ambidextrous Buckle	20080229551		Rose America Corporation	

SCHEDULE - 1

Title	Number	Issue Date	Owner	Counsel
DOG COLLAR HAVING BUCKLE	20050011474		Rose America Corporation	
Durable, flexible pet toy with transparent cover	20100186682		Hyper Products, Inc.	
Object launcher and method of launching object	20080156307		Hyper Products, Inc.	
Hand Held Disc Launcher	7,461,645		Hyper Products, Inc.	
Ball Throwing Device	7,520,818		Hyper Products, Inc.	
Luffa Dog Toy	20060048719		Hyper Products, Inc.	
Storage containers and method of storing products used by animals	20040261725		Hyper Products, Inc.	



PATENTS – LICENSED

Title	Number	Issue Date	Owner
BALL THROWER	D544,717	Nov. 6, 2007	Neill J. McKinnell
BALL THROWER	D630,277	Jan. 4, 2011	Neill J. McKinnell
TOY GUN	8,393,299	March 12, 2013	Jeffrey Bernat


TRADEMARKS

Mark	App. No./Reg. No.	Filing Date/Registration Date	Owner	Country
HYPERDOG (And Design)	2,826,628	March 23, 2004	ROSE AMERICA CORPORATION	US

SCHEDULE - 1

			(Registrant: Hyper Products)	
K-9 KANNON	4,578,924	August 5, 2014	ROSE AMERICA CORPORATION	US
PETWEAR	2,356,318	June 6, 2000	ROSE AMERICA CORPORATION	US
ROSE AMERICA CORPORATION (And Design) 	1,350,634	July 23, 1985	ROSE AMERICA CORPORATION	US
Mark	App. No./Reg. No.	Filing Date/Registration Date	Owner	Country
BMB (And Design)	3,246,296	May 29, 2007	ROSE AMERICA CORPORATION	US

SCHEDULE - 1

				
SAND CANYON	1,903,569	July 4, 1995	ROSE AMERICA CORPORATION	US

COPYRIGHTS

Photo, "Pan am 9-20-93", Date of Creation: 1993, VA0000992627, Owner: Rose America Corporation.

SCHEDULE - 1

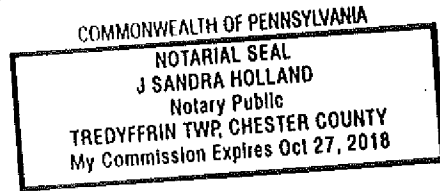
COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF Pa)
)
) : ss.:
)
COUNTY OF Chester)

And now this 7 day of January, 2016, before me a Notary Public, personally appeared Chad C. Clark, who acknowledged himself to be the President of HYPER PET LLC, a Delaware limited liability company, and that he as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

Oct 27, 2018
My Commission Expires:

J Sandra Holland
Notary Public



[ACKNOWLEDGEMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

POWER OF ATTORNEY

HYPER PET LLC, a Delaware limited liability company (“Grantor”), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, “Agent”), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the “Lenders”) and Grantor, dated as of January 7, 2016 (as it may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated as of January 7, 2016 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Intellectual Property Security Agreement”), including, without limitation, the power to record its interest in any Copyrights, Trademarks and Patents (as defined in the Intellectual Property Security Agreement) or additional copyrights, trademarks and patents of Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor, a supplement to the Intellectual Property Security Agreement, to use the Copyrights, Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Copyrights, Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Copyrights, Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor, a Copyright, Trademark or Patent, in each case subject to the terms of the Intellectual Property Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

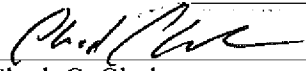
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

HYPER PET LLC

By: 
Name: Chad. C. Clark
Title: President

[SIGNATURE PAGE TO POWER OF ATTORNEY]

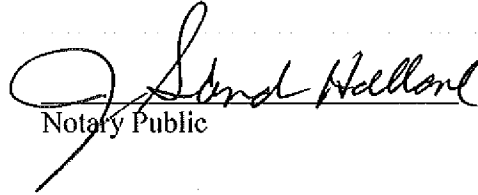
TRADEMARK
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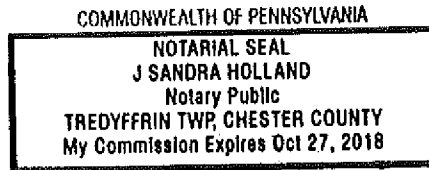
COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF Pa)
: ss.:
COUNTY OF Chester)

And now this 7 day of January, 2016, before me a Notary Public, personally appeared Chad C. Clark, who acknowledged himself to be the President of HYPER PET LLC, a Delaware limited liability company, and that he as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

Oct 27, 2018
My Commission Expires:


Notary Public



[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]