

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370169

| | | | |
|---|--|--------------------------|-------------------------------------|
| 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: | Centerfield Capital Partners III, L.P. | | |
| Street Address: | 3030 Market Tower, 10 West Market Street | | |
| City: | Indianapolis | | |
| State/Country: | INDIANA | | |
| Postal Code: | 46204 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| 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: | 6142243246 | | |
| <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: | (614) 462-1093 | | |
| Email: | ipdocketcolumbus@icemiller.com | | |
| Correspondent Name: | Ice Miller LLP | | |
| Address Line 1: | One American Square, Suite 2900 | | |
| Address Line 4: | Indianapolis, INDIANA 46282 | | |
| ATTORNEY DOCKET NUMBER: | 17543.0062 | | |
| NAME OF SUBMITTER: | Barbara Bacon | | |
| SIGNATURE: | /Barbara Bacon/ | | |
| DATE SIGNED: | 01/22/2016 | | |

OP \$165.00 2826628

Total Attachments: 10

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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 **CENTERFIELD CAPITAL PARTNERS III, L.P.**, a Delaware limited partnership, 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 as borrower to the Loan Agreement (as defined below) from time to time, collectively the "Borrowers") has entered into that certain Senior Subordinated Notes Purchase Agreement, dated as of the date hereof, with Agent, CPP III-A, L.P., a Delaware limited partnership and CCP III-SBIC, L.P., a Delaware limited partnership (collectively, the "Lenders") (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;

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. Subordination. **THE RIGHTS OF THE HOLDER OF THIS AGREEMENT TO RECEIVE PAYMENT ARE SUBJECT AND SUBORDINATE TO THE PAYMENT OF ALL OBLIGATIONS OF HYPER PET LLC TO PNC BANK, OR ITS SUCCESSORS OR ASSIGNS, PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT, DATED AS OF THE DATE HEREOF.**

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF INDIANA.


[signatures appear on following page]

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005714 FRAME: 0483**

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 Trademark Security Agreement]

TRADEMARK
REEL: 005714 FRAME: 0484

Agreed and Accepted
As of the Date First Written Above

CENTERFIELD CAPITAL PARTNERS III, L.P.,
as Agent

By: Centerfield Capital Partners III, LLC,
as General Partner

By: Centerfield Management III, Inc., its
manager

By: Michael G. Miller
Name: Michael Miller
Title: Authorized Officer

[Signature Page to Trademark and Patent Security Agreement]

TRADEMARK
REEL: 005714 FRAME: 0485

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 (Serial 29/478685) | Filed January 7, 2014 | Rose America Corporation | Davis & Bujold, P.L.L.C. |
| SQUAWKERS/Bone | Issue Fee Paid (Serial 29/478689) | Filed January 7, 2014 | Rose America Corporation | Davis & Bujold, P.L.L.C. |
| SQUAWKERS/4-prong jack | Allowance Expected (Serial 29/478692) | Filed January 7, 2014 | Rose America Corporation | Davis & Bujold, P.L.L.C. |
| SQUAWKERS/3-prong jack | Allowance Expected (Serial 29/478693) | Filed January 7, 2014 | Rose America Corporation | Davis & Bujold, P.L.L.C. |
| SQUAWKERS/football | Allowed (Serial 29/478695) | Filed January 7, 2014 | Rose America Corporation | Davis & Bujold, P.L.L.C. |

SCHEDULE -1

074658.15105/101785119v.5

TRADEMARK
REEL: 005714 FRAME: 0486

| Title | Number | Issue Date | Owner | Counsel |
|--|--|-----------------------------|--------------------------------|--|
| SQUAWKERS/disc | Final rejection (Serial 29/478697) | Filed January 7, 2014 | Rose America Corporation | Davis & Bujold, P.L.L.C. |
| 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 | |

SCHEDULE - 1

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TRADEMARK
REEL: 005714 FRAME: 0487

| Title | Number | Issue Date | Owner | Counsel |
|---|-------------|------------|--------------------------|---------|
| Animal Restraint with Snap Hook and Buckle | 20090139464 | | Rose America Corporation | |
| Reversible Pet Collar with Ambidextrous Buckle | 20080229551 | | Rose America Corporation | |
| 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 |

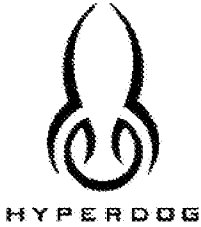
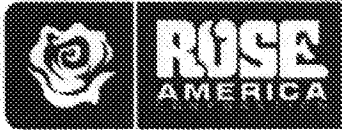
TRADEMARKS

| Mark | App. | Filing | Owner | Country |
|------|------|--------|-------|---------|
| | | | | |

SCHEDULE - 1


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**TRADEMARK
REEL: 005714 FRAME: 0488**

| | No./Reg. No. | Date/Registration Date | | |
|--|--------------------------|--------------------------------------|--|----------------|
| HYPERDOG (And Design)  | 2,826,628 | March 23, 2004 | ROSE AMERICA CORPORATION (Registrant: Hyper Products) | US |
| 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 |

SCHEDULE - 1

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| | | | | |
|---|------------------|---------------------|---|-----------|
| <p>BMB (And Design)</p>  | <p>3,246,296</p> | <p>May 29, 2007</p> | <p>ROSE AMERICA CORPORATION</p> | <p>US</p> |
| <p>SAND CANYON</p> | <p>1,903,569</p> | <p>July 4, 1995</p> | <p>ROSE AMERICA CORPORATION</p> | <p>US</p> |

COPYRIGHTS

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

SCHEDULE - 1

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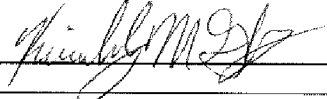
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COMPANY ACKNOWLEDGMENT

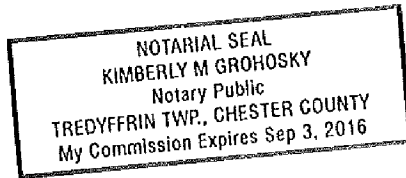
Commonwealth of Pennsylvania)
: SS
County of Chester)

And now this 6 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.

[Seal]



Notary Public
My commission expires on Sept. 3, 2016



[ACKNOWLEDGEMENT TO CENTERFIELD TRADEMARK AND PATENT SECURITY
AGREEMENT]