

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millennial Brands LLC		03/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86024642	KELSI DAGGER BROOKLYN	
Serial Number:	86024648	KDB ·	
Serial Number:	85760932	KD KELSI DAGGER	
Serial Number:	85760474	POUR LA VICTOIRE	
Serial Number:	85981742	PLVLP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd. c/o Kristina Bunker		
Address Line 1:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.465		
NAME OF SUBMITTER:	Kristina Bunker		
SIGNATURE:	/kab/		
DATE SIGNED:	01/25/2016		

OP \$140.00 86024642

Total Attachments: 24

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “Agreement”), dated as of March 21, 2015, is made by and between Millennial Brands LLC, a Delaware limited liability company (the “Company”), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association (including its London Branch and its successors and assigns, “Wells Fargo”), having a business location at the address set forth below next to its signature.

Recitals

A. Company, certain Affiliates of the Company, and Wells Fargo are parties to a Credit and Security Agreement dated as of August 29, 2014 (as amended by the Joinder and First Amendment to Loan Documents, dated December 24, 2014 (the “Joinder and First Amendment”), and as further amended, supplemented or restated from time to time, the “Credit Agreement”), setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company and Company’s Affiliates.

B. To induce Wells Fargo to enter into the Joinder and First Amendment, and as a condition to extending (or continuing to extend) credit to or for the account of Company and Company’s Affiliates, Wells Fargo has required the execution and delivery of this Agreement by Company.

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

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, in each case to the extent constituting Collateral, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to:

- (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
- (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, in each case to the extent constituting Collateral, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by this Agreement, the Credit Agreement, the NexBank Intercreditor Agreement, or law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in the Collateral. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

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

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

(b) **Patents.** Exhibit A accurately lists all registered Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the registration of Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any registered Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the registration of such Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all registered Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of registered Trademarks and all applications and registrations pertaining to registration of Trademarks as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any registered Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the registration of Trademarks, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either:

(i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has good and marketable title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, good and marketable title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks (other than Patents and Trademarks that are, in its reasonable discretion, no longer useful or necessary in Company's business and which are immaterial in value) against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent, in its reasonable discretion, commercially reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (other than Patents and Trademarks that are, in its reasonable discretion, no longer useful or necessary in Company's business and which are immaterial in value), nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or 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.

(i) **Wells Fargo's Right to Take Action.** If Company 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 ten (10) calendar days after Wells Fargo gives Company 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 Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo 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 Company (or,

at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo 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, Company shall pay Wells Fargo all Lender Expenses in accordance with Section 17.9 of the Credit Agreement.

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

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and 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. [Reserved].

6. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions in accordance with the terms of the Credit Agreement:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company

shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo 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 Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo'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 Company or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo 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 Company shall have the same force and effect as the original for all purposes of a financing statement. 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 herein or prescribed hereby. 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

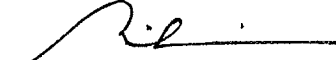
8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; ARBITRATION. The terms of Section 13 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

[signature on next page]

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

Millennial Brands LLC
2000 Crow Canyon Place, Suite 300
San Ramon, California 94583
Attn: Chief Financial Officer

MILLENNIAL BRANDS LLC

By: 
Print Name: Scott Briskie
Title: Chief Financial Officer

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000W
Santa Monica, California 90404
Attn: Relationship Manager – Rocket Dog

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Print Name: Josephine Camalian
Title: Authorized Signatory

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

Millennial Brands LLC
2000 Crow Canyon Place, Suite 300
San Ramon, California 94583
Attn: Chief Financial Officer

MILLENNIAL BRANDS LLC

By: _____
Print Name: Scott Briskie
Title: Chief Financial Officer

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000W
Santa Monica, California 90404
Attn: Relationship Manager – Rocket Dog

WELLS FARGO BANK, NATIONAL
ASSOCIATION

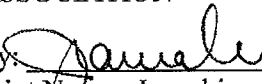
By:  _____
Print Name: Josephine Camalian
Title: Authorized Signatory

EXHIBIT A

UNITED STATES ISSUED PATENTS

NONE

UNITED STATES PATENT APPLICATIONS

NONE

FOREIGN ISSUED PATENTS






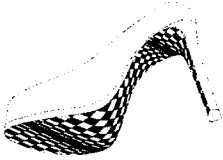

NONE







FOREIGN PATENT APPLICATIONS



NONE

EXHIBIT B








UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS








Trademark / Word & Design	Jurisdiction	Application Number	Registration Number	Filing Date	Registration Date	Status	Owner
	U.S. Federal	86024642		7/31/2013		Published (Pending) Intent To Use	Millennial Brands LLC
KDB·△	U.S. Federal	86024648		7/31/2013		Published (Pending) Intent To Use	Millennial Brands LLC
	U.S. Federal	85770450	4364165	11/2/2012	7/9/2013	Registered	Millennial Brands LLC
	U.S. Federal	85760932		10/23/2012		Published (Pending) Intent To Use	Millennial Brands LLC
	U.S. Federal	85760474		10/22/2012		Published (Pending) Intent To Use	Millennial Brands LLC
	U.S. Federal	85760269	4546042	10/22/2012	6/10/2014	Registered	Millennial Brands LLC
	U.S. Federal	85272603	4110422	3/21/2011	3/6/2012	Registered	Millennial Brands LLC
	U.S. Federal	85981742	85222445	1/20/2011	6/10/2014	Registered	Millennial Brands LLC
KELSI DAGGER	U.S. Federal	77665218	3944921	2/6/2009	4/12/2011	Registered	Millennial Brands LLC
POUR LA VICTOIRE	U.S. Federal	77496493	3901023	6/11/2008	1/4/2011	Registered	Millennial Brands LLC







Trademark / Word & Design	Jurisdiction	Application Number	Registration Number	Filing Date	Registration Date	Status	Owner
ROCKET DOG	U.S. Federal	85845068		2/8/2013		Published (Pending) Intent To Use	Rocket Dog Brands
	U.S. Federal	85845045		2/8/2013		Published (Pending) Intent To Use	Rocket Dog Brands LLC
	U.S. Federal	85669212		7/5/2012		Published (Pending) Intent To Use	Rocket Dog Brands LLC
ROCKET DOG	U.S. Federal	85553507		2/27/2012		Published (Pending) Intent To Use	Rocket Dog Brands LLC
UNLEASHED	U.S. Federal	85422921		9/14/2011		Published (Pending) Intent To Use	Rocket Dog Brands LLC
UNLEASHED BY ROCKET DOG	U.S. Federal	85422934		9/14/2011		Published (Pending) Intent To Use	Rocket Dog Brands LLC
UNLEASHED	U.S. Federal	85150742	4075073	10/12/2010	12/20/2011	Registered	Rocket Dog Brands LLC
	U.S. Federal	85058752	3907954	6/9/2010	1/18/2011	Registered	Rocket Dog Brands LLC
UNLEASHED BY ROCKET DOG	U.S. Federal	77915149	4425826	1/19/2010	10/29/2013	Registered	Rocket Dog Brands LLC
K9	U.S. Federal	77983214	77863132	11/2/2009	8/7/2012	Registered	Rocket Dog Brands LLC
K9	U.S. Federal	86130845		11/27/2013		Published (Pending) Intent To Use	Rocket Dog Brands LLC
MAX ROCKET DOG	U.S. Federal	86113580		11/8/2013		Published (Pending) Intent To Use	Rocket Dog Brands LLC
MAX ROCKET DOG	U.S. Federal	86113581		11/8/2013		Published (Pending) Intent To Use	Rocket Dog Brands LLC
	U.S. Federal	85856109		2/21/2013		Published (Pending) Intent To Use	Rocket Dog Brands LLC
	U.S. Federal	76608236	3583693	8/23/2004	3/3/2009	Registered	Rocket Dog Brands LLC
ROCKET DOG	U.S. Federal	76608237	3595180	8/23/2004	3/24/2009	Registered	Rocket Dog Brands LLC
	U.S. Federal	76410235	3325064	5/21/2002	10/30/2007	Registered	Rocket Dog Brands LLC









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	U.S. Federal	75713644	2374928	5/25/1999	8/8/2000	Renewed (Registered)	Rocket Dog Brands LLC
ROCKET DOG	U.S. Federal	75676289	2403495	4/7/1999	11/14/2000	Renewed (Registered)	Rocket Dog Brands LLC
	U.S. Federal	75202372	2128627	11/22/1996	1/13/1998	Renewed (Registered)	Rocket Dog Brands LLC







FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS








Trademark / Word & Design	Jurisdiction	Application Number	Registration Number	Filing Date	Registration Date	Status	Owner
	Andorra		26252		6/18/2008	Registered	Rocket Dog Brands LLC
	Argentina	3082295	2675706	4/27/2011	9/9/2014	Registered	Rocket Dog Brands LLC
	Armenia	20080642	13917	6/25/2008	3/30/2009	Registered	Rocket Dog Brands LLC
	Australia	1169989	1169989	4/5/2007	4/5/2007	Registered	Rocket Dog Brands LLC
	Australia	1074521	1074521	9/8/2005	9/8/2005	Registered	Rocket Dog Brands LLC
	Australia	1074520	1074520	9/8/2005	9/8/2005	Registered	Rocket Dog Brands LLC
ROCKET DOG	Australia	1074522	1074522	9/8/2005	9/8/2005	Registered	Rocket Dog Brands LLC
ROCKET DOG	Australia	727168	727168	2/5/1997	2/5/1997	Registered	Rocket Dog Brands LLC
K9	Australia	1273784	1273784	11/24/2008	11/24/2008	Registered	Rocket Dog Brands LLC
	Azerbaijan	2009 0827	2009 0800	6/9/2008	8/6/2009	Registration	Rocket Dog Brands










Trademark / Word & Design	Jurisdiction	Application Number	Registration Number	Filing Date	Registration Date	Status	Owner
 ROCKET DOG	Brazil	829753443	829753443	6/9/2008	10/21/2014	Registered	Rocket Dog Brands LLC
 ROCKET DOG	Brazil	829753451	829753451	6/9/2008	10/21/2014	Registered	Rocket Dog Brands LLC
 ROCKET DOG	Brazil	829753460	829753460	6/9/2008	10/21/2014	Registered	Rocket Dog Brands LLC
ROCKET DOG	Brazil	828381054	828381054	5/15/2006	7/29/2008	Registered	Rocket Dog Brands LLC
 ROCKET DOG	Brunei	40324		4/16/2009		Application	Rocket Dog Brands
UNLEASHED	Canada	1568624		3/14/2012		Pending	Rocket Dog Brands LLC
UNLEASHED BY ROCKET DOG	Canada	1568625		3/14/2012		Pending	Rocket Dog Brands LLC
FETCH BY ROCKET DOG	Canada	1566438		2/29/2012		Pending	Rocket Dog Brands LLC
 ROCKET DOG	Canada	1550196		11/1/2011		Pending	Rocket Dog Brands LLC
UNLEASHED	Canada	1501219		10/26/2010		Pending	Rocket Dog Brands LLC
Unleashed	Canada	1501220		10/26/2010		Pending	Rocket Dog Brands LLC
Unleashed	Canada	1501226		10/26/2010		Pending	Rocket Dog Brands LLC
ROCKETDOG 火箭狗	Canada	1342670	TMA721186	4/10/2007	8/18/2008	Registered	Rocket Dog Brands LLC
	Canada	1294740	TMA694815	3/22/2006	8/27/2007	Registered	Rocket Dog Brands LLC
ROCKET DOG	Canada	1294739	TMA691698	3/22/2006	7/9/2007	Registered	Rocket Dog Brands LLC
 ROCKET DOG	Canada	1236779	TMA811742	11/2/2004	11/15/2011	Registered	Rocket Dog Brands LLC








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	Canada	878557	TMA533006	5/14/1998	9/20/2000	Registered	Rocket Dog Brands LLC
MAX ROCKET DOG	Canada	1651256		11/8/2013		Pending	Rocket Dog Brands, LLC
MAX ROCKET DOG	Canada	1651258		11/8/2013		Pending	Rocket Dog Brands, LLC
	Canada	1550195		11/1/2011		Pending	Rocket Dog Brands, LLC
K9	Canada	1419815		11/27/2008		Pending	Rocket Dog Brands, LLC
	Canada	1236388	TMA811741	11/1/2004	11/15/2011	Registered	Rocket Dog Brands, LLC
	Chile	1113183	1126753	5/12/1998	7/28/2004	Registered	Rocket Dog Brands, LLC
UNLEASHED BY ROCKET DOG	China	10615711	10615711	3/14/2012	5/7/2013	Registered	Rocket Dog Brands LLC
UNLEASHED	China	10615712	10615712	3/14/2012	5/7/2013	Registered	Rocket Dog Brands LLC
FETCH BY ROCKET DOG	China	10558815	10558815	3/2/2012	4/21/2013	Registered	Rocket Dog Brands LLC
FETCH BY ROCKET DOG	China	10558849	10558849	3/2/2012	4/21/2013	Registered	Rocket Dog Brands LLC
ROCKETDOG	China	10202340		11/18/2011		Pending	Rocket Dog Brands LLC
	China	9015599	9015599	1/4/2011	2/14/2014	Registered	Rocket Dog Brands LLC
UNLEASHED	China	8781842	8781842	10/27/2010	1/14/2014	Registered	Rocket Dog Brands LLC
Unleashed	China	8781843	8781843	10/27/2010	2/7/2014	Registered	Rocket Dog Brands LLC
Unleashed	China	8781844	8781844	10/27/2010	2/7/2014	Registered	Rocket Dog Brands LLC
K 9	China	7078962		11/26/2008		Pending	Rocket Dog Brands LLC
	China	5845544	5845544	1/15/2007	7/14/2014	Registered	Rocket Dog Brands LLC










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	China	7021004	7021004	10/27/2008	12/7/2013	Registered	Rocket Dog Brands, LLC
	China	7021017	7021017	10/27/2008	6/14/2013	Registered	Rocket Dog Brands, LLC
	China	7021006	7021006	10/27/2008	8/7/2011	Registered	Rocket Dog Brands, LLC
	China	7021018	7021018	10/27/2008	8/7/2011	Registered	Rocket Dog Brands, LLC
	China	6398188	6398188	11/26/2007	3/28/2010	Registered	Rocket Dog Brands, LLC
	China	6398186	6398186	11/26/2007	5/7/2010	Registered	Rocket Dog Brands, LLC
	China	6398185	6398185	11/26/2007	5/14/2010	Registered	Rocket Dog Brands, LLC
	China	5704981	5704981	11/6/2006	12/14/2013	Registered	Rocket Dog Brands, LLC









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	China	4366036	4366036	11/16/2004	6/21/2013	Registered	Rocket Dog Brands, LLC
ROCKET DOG	China	3177425	3177425	5/16/2002	10/14/2010	Registered	Rocket Dog Brands, LLC
	Colombia	08 9357	361188	1/31/2008	8/29/2008	Registered	Rocket Dog Brands LLC
ROCKET DOG	Colombia	02 82438	287361	9/16/2002	8/6/2013	Registered	Rocket Dog Brands LLC
	Colombia	02 82439	273512	9/16/2002	8/6/2013	Registered	Rocket Dog Brands LLC
KELSI DAGGER	Community Trademarks	8503476	8503476	8/21/2009	2/17/2010	Registered	Millennial Brands LLC
POUR LA VICTOIRE	Community Trademarks	8503501	8503501	8/21/2009	2/17/2010	Registered	Millennial Brands LLC
MAX ROCKET DOG	Community Trademarks	12298791	12298791	11/11/2013	4/11/2014	Registered	Rocket Dog Brands LLC
UNLEASHED	Community Trademarks	10721819	10721819	3/13/2012	8/10/2012	Registered	Rocket Dog Brands LLC
UNLEASHED BY ROCKET DOG	Community Trademarks	10721751	10721751	3/13/2012	8/10/2012	Registered	Rocket Dog Brands LLC
FETCH BY ROCKET DOG	Community Trademarks	10685717	10685717	2/29/2012	7/31/2012	Registered	Rocket Dog Brands LLC
Unleashed	Community Trademarks	9479007	9479007	10/27/2010	3/8/2011	Registered	Rocket Dog Brands LLC
	Community Trademarks	9447269	9447269	10/14/2010	2/28/2011	Registered	Rocket Dog Brands LLC
UNLEASHED	Community Trademarks	9440827	9440827	10/13/2010	2/28/2011	Registered	Rocket Dog Brands LLC
Unleashed	Community Trademarks	9427246	9427246	10/6/2010	2/21/2011	Registered	Rocket Dog Brands LLC
ROCKET DOG	Community Trademarks	9207069	9207069	6/28/2010	12/10/2010	Registered	Rocket Dog Brands LLC
	Community Trademarks	9207143	9207143	6/28/2010	12/10/2010	Registered	Rocket Dog Brands LLC
	Community Trademarks	9207011	9207011	6/28/2010	12/10/2010	Registered	Rocket Dog Brands LLC









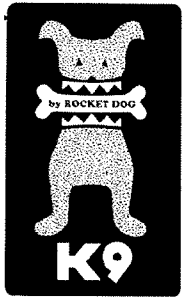
Trademark / Word & Design	Jurisdiction	Application Number	Registration Number	Filing Date	Registration Date	Status	Owner
K9	Community Trademarks	7425572	7425572	11/27/2008	6/14/2014	Registered	Rocket Dog Brands LLC
	Community Trademarks	6494892	6494892	11/27/2007	10/30/2008	Registered	Rocket Dog Brands LLC
ROCKETDOG 火箭狗	Community Trademarks	5851449	5851449	4/5/2007	3/6/2008	Registered	Rocket Dog Brands LLC
 ROCKETDOG	Community Trademarks	5049374	5049374	4/11/2006	5/24/2007	Registered	Rocket Dog Brands LLC
	Community Trademarks	3933256	3933256	7/14/2004	11/10/2005	Registered	Rocket Dog Brands LLC
ROCKET DOG	Community Trademarks	1225457	1225457	6/25/1999	8/23/2000	Registered	Rocket Dog Brands LLC
	Community Trademarks	1225523	1225523	6/25/1999	6/28/2000	Registered	Rocket Dog Brands LLC
	Costa Rica	2008-0001013		2/6/2008		Application	Rocket Dog Brands LLC
 ROCKETDOG	Croatia	Z20082365A	Z20082365	11/4/2008	7/2/2010	Registered	Rocket Dog Brands LLC
	Ecuador	194783	120	1/31/2008	1/7/2009	Registered	Rocket Dog Brands LLC










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 Rocket Dog	Egypt	248216		7/4/2010		Application	Rocket Dog Brands LLC
 Rocket Dog	Guatemala	200301603		3/11/2003	5/6/2004	Registered	Rocket Dog Brands LLC
 Rocket Dog	Hong Kong		200009236		9/21/1999	Registered	Rocket Dog Brands LLC
ROCKET DOG	Hungary	M0603949	191758	12/4/2006	11/19/2007	Registered	Rocket Dog Brands LLC
 Rocket Dog	Hungary	M0603950	191751	12/4/2006	11/19/2007	Registered	Rocket Dog Brands LLC
 Rocket Dog	Iceland	2124	823/2008	6/23/2008	8/1/2008	Registered	Rocket Dog Brands LLC
K9	India	1757730		11/25/2008		Registered	Rocket Dog Brands LLC
 Rocket Dog	India	1624970		11/27/2007		Pending	Rocket Dog Brands, LLC
 K9	India	1748768		10/29/2008		Registered	Rocket Dog Brands, LLC
 Rocket Dog	India	1624968		11/27/2007		Registered	Rocket Dog Brands, LLC
 K9	India	1624964		11/27/2007		Registered	Rocket Dog Brands, LLC










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	India	1624963		11/27/2007		Registered	Rocket Dog Brands, LLC
	India	1624965		11/27/2007		Pending	Rocket Dog Brands, LLC
	India	1624966		11/27/2007		Registered	Rocket Dog Brands, LLC
	India	1624967		11/27/2007		Registered	Rocket Dog Brands, LLC
	India	1624969		11/27/2007		Registered	Rocket Dog Brands, LLC
	Israel	130835		9/17/1999		Registered	Rocket Dog Brands LLC
	Japan	2008-038373	5356190	5/19/2008	9/24/2010	Registered	Rocket Dog Brands LLC
ROCKETDOG 火箭狗	Japan	2007-034087	5102408	4/6/2007	12/28/2007	Registered	Rocket Dog Brands LLC





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	Japan	H10-041405	4275574	5/18/1998	5/21/1999	Registered	Rocket Dog Brands LLC
	Kazakhstan	43772	30778	7/4/2008	12/15/2009	Registration	Rocket Dog Brands
	Kosovo	KS/M/2008/68 40	10381	11/10/2008	6/5/2013	Registered	Rocket Dog Brands LLC
	Kuwait	112553		6/17/2010		Application	Rocket Dog Brands LLC
	Lebanon	129571		7/7/2010		Application	Rocket Dog Brands LLC
ROCKET DOG	Liechtenstein		14974	6/17/2008		Registered	Rocket Dog Brands LLC
	Macao	N/22893		6/27/2006	10/9/2006	Registered	Rocket Dog Brands LLC
	Malaysia	09006132		4/15/2009	12/3/2010	Registered	Rocket Dog Brands LLC
K9	Mexico	976781	1078292	11/27/2008	1/12/2009	Registered	Rocket Dog Brands LLC
	Mexico	899036	1031334	11/29/2007	3/19/2008	Registered	Rocket Dog Brands LLC
	Mexico	899032	1027291	11/29/2007	2/27/2008	Registered	Rocket Dog Brands LLC

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	Mexico	899033	1025981	11/29/2007	2/22/2008	Registered	Rocket Dog Brands LLC
	Mexico	899035	1035276	11/29/2007	4/18/2008	Registered	Rocket Dog Brands LLC
<i>ROCKETDOG</i> 火箭狗	Mexico	847398	1039959	4/9/2007	5/20/2008	Registered	Rocket Dog Brands LLC
 <i>ROCKET DOG</i>	Mexico	686121	874846	11/4/2004	3/31/2005	Registered	Rocket Dog Brands LLC
 <i>ROCKET DOG</i>	Mexico	686123	874848	11/4/2004	3/31/2005	Registered	Rocket Dog Brands LLC
 <i>ROCKET DOG</i>	Mexico	686122	874847	11/4/2004	3/31/2005	Registered	Rocket Dog Brands LLC
 <i>ROCKET DOG</i>	Mexico	686120	874845	11/4/2004	3/31/2005	Registered	Rocket Dog Brands LLC
 <i>ROCKET DOG</i>	Mexico	686119	874844	11/4/2004	3/31/2005	Registered	Rocket Dog Brands LLC
<i>ROCKET DOG</i>	Mexico	584851	799544	1/23/2003	7/21/2003	Registered	Rocket Dog Brands LLC
	New Zealand	779997	779997	11/22/2007	5/22/2008	Registered	Rocket Dog Brands LLC

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ROCKETDOG 火箭狗	New Zealand	766456	766456	4/10/2007	12/13/2007	Registered	Rocket Dog Brands LLC
	New Zealand	716014	716014	7/29/2004	2/3/2005	Registered	Rocket Dog Brands LLC
	New Zealand	294139	294139	6/22/1998	10/7/2002	Registered	Rocket Dog Brands LLC
ROCKET DOG	New Zealand	272467	272467	2/7/1997	9/1/1997	Registered	Rocket Dog Brands LLC
	Nicaragua	2003-0000800	59142	3/18/2003	10/22/2003	Registered	Rocket Dog Brands LLC
	Norway	200807792	247483	6/17/2008	9/3/2008	Registered	Rocket Dog Brands LLC
	Pakistan	253845		7/30/2008		Application	Rocket Dog Brands
	Pakistan	252184		6/18/2008		Application	Rocket Dog Brands
	Pakistan	252185		6/18/2008		Application	Rocket Dog Brands
	Pakistan	252186		6/18/2008		Application	Rocket Dog Bands
	Pakistan	252183		6/18/2008		Application	Rocket Dog Brands

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	Pakistan	266652		5/18/2009		Pending	Rocket Dog Brands LLC
	Panama	104767	104767	1/7/2000	1/7/2000	Registered	Rocket Dog Brands LLC
	Peru	345945-2008	P00119417	1/5/2006	9/15/2006	Registered	Rocket Dog Brands LLC
	Philippines	42006005599	42006005599	5/26/2006	4/2/2007	Registered	Rocket Dog Brands LLC
	Romania	M 2007 10790	90826	11/22/2007	4/22/2008	Registered	Rocket Dog Brands LLC
ROCKET DOG	Romania	M 2006 02647	76465	3/14/2006	1/26/2007	Registered	Rocket Dog Brands LLC
	Romania	M 2006 02648	76466	3/14/2006	1/26/2007	Registered	Rocket Dog Brands LLC
	Russian Federation	2008719580	408907	6/20/2008	5/18/2010	Registered	Rocket Dog Brands LLC
	Singapore	T9910677C		9/23/1999		Registered	Rocket Dog Brands LLC
K9	South Africa	2008/27540		11/24/2008		Application	Rocket Dog Brands
	South Africa	2007/27712		11/28/2007		Application	Rocket Dog Brands

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 ROCKET DOG	South Korea	40-2007-0059929	400805125000	11/22/2007	11/2/2009	Registered	Rocket Dog Brands, LLC
 ROCKET DOG	Sri Lanka	133333		7/4/2006		Pending	Rocket Dog Brands LLC
 ROCKET DOG	Switzerland	57682/2008	575520	6/17/2008	8/19/2008	Registered	Rocket Dog Brands LLC
 ROCKET DOG	Syria	7367		7/7/2010		Application	Rocket Dog Brands LLC
 ROCKET DOG	Taiwan	099056839	01463660	11/15/2010	7/1/2011	Registered	Rocket Dog Brands LLC
 ROCKET DOG	Taiwan	088047836	00926181	9/28/1999	1/16/2001	Registered	Rocket Dog Brands LLC
ROCKETDOG 火箭狗	Turkey	2007/18496	2007/18496	4/6/2007	4/6/2007	Registered	Rocket Dog Brands LLC
rocket dog	Turkey	2006/12742	2006/12742	3/30/2006		Registered	Rocket Dog Brands LLC
	Turkey	2006/12430	2006/12430	3/29/2006		Registered	Rocket Dog Brands LLC
 ROCKET DOG	United Arab Emirates	144072		6/27/2010		Application	Rocket Dog Brands LLC
MAX ROCKET DOG	United Kingdom	3030116	3030116	11/11/2013	3/14/2014	Registered	Rocket Dog Brands, LLC
FETCH BY ROCKET DOG	United Kingdom	2612300	2612300	2/29/2012	6/1/2012	Registered	Rocket Dog Brands, LLC
 ROCKET DOG	United Kingdom	2172998	2172998	7/24/1998	1/15/1999	Registered	Rocket Dog Brands, LLC

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	Vietnam	4200908698	40154361000	5/6/2009	11/10/2010	Registered	Rocket Dog Brands LLC
	Vietnam	4200811909	40136726000	6/5/2008	11/9/2009	Registered	Rocket Dog Brands LLC
	Vietnam	4200810602	40138147000	5/20/2008	12/1/2009	Registered	Rocket Dog Brands LLC
	Vietnam	4200609860	40112214000	6/26/2006	10/27/2008	Registered	Rocket Dog Brands LLC