

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thundershirt, LLC		05/10/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, M/C 7578		
Internal Address:	Attn: National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	86308851	INSANELY CALM	
Serial Number:	86094207	THUNDERRUSH	
Serial Number:	85943728	THUNDERWORKS	
Serial Number:	85811046	THUNDERWORKS	
Serial Number:	85978148	THUNDERSHIRT	
Serial Number:	85913149	THUNDERSPRAY	
Serial Number:	85811052	THUNDERCAP	
Serial Number:	85809218	THUNDERLEASH	
Serial Number:	85809205	THUNDERSWEATER	
Serial Number:	85809199	THUNDERCOAT	
Serial Number:	85809193	THUNDERTOY	
Serial Number:	85809182	THUNDERTREAT	
Serial Number:	85483342	THUNDERSHIRT	
Serial Number:	85146296	TAKES THE "PET" OUT OF PETRIFIED	
Serial Number:	77693039	THUNDERSHIRT	
CORRESPONDENCE DATA			
Fax Number:	8586385130		

CH \$390.00 86308851

TRADEMARK

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: 858-677-1400
Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	07/26/2016

Total Attachments: 6
source=IPSA-Thundershirt#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 10, 2016, by and between COMERICA BANK ("Bank") and THUNDERSHIRT, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and MELLOW PET, LLC, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights and Trademarks, and Patents listed on Exhibits A and B hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A and B attached hereto set forth any and all valid applications and registrations filed by Grantor with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR

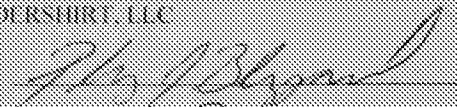

Address of Grantor:

112A Broadway Street
Durham, NC 27701
Attn:

THUNDERSHIRT, LLC

By:

Title:

BANK:

Address of Bank:

39200 Six Mile Road, MEC 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:

Title:

[Signature Page to Intellectual Property Security Agreement]

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GRANTOR:

Address of Grantor:

112A Broadway Street
Durham, NC 27701
Attn:

THUNDERSHIRT, LLC

By: _____

Title: _____

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 

Title: VP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Thundershirt Cat Logo	Vau001094997	1/30/12
Thundershirt Cat Logo	Vau001094998	1/30/12
Thundershirt Dog Logo	Vau001811742	3/1/12

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Pressure-applying garment for animals	14557028	12/1/14
Pressure-applying garment for animals	8291867	10/23/12
Pressure-applying garment for animals	8459211	6/11/13
Pressure-applying garment for animals	8899189	12/2/14
Animal garment	D677020	2/26/13
Animal garment	D677021	2/26/13
Animal garment	D683083	5/21/13
Pressure applying animal garment	13355090	1/20/12
Convertible leash and harness system and method	13666589	11/1/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
INSANELY CALM	86308851	6/13/14
THUNDERRUSH	86094207	10/17/13
THUNDERWORKS	85943728	5/28/13
THUNDERWORKS	85811046	12/27/12
THUNDERSHIRT	85978148	11/30/11
THUNDERSPRAY	85913149	4/24/13
THUNDERCAP	85811052	12/27/12
THUNDERLEASH	85809218	12/21/12
THUNDERSWEATER	85809205	12/21/12
THUNDERCOAT	85809199	12/21/12
THUNDERTOY	85809193	12/21/12
THUNDERTREAT	85809182	12/21/12
THUNDERSHIRT	85483342	11/30/11
TAKES THE "PET" OUT OF PETRIFIED	85146296	10/6/10
THUNDERSHIRT	77693039	3/17/09