

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
My Canine Kids, Inc.		12/30/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Quaker Pet Group, Inc.		
Street Address:	14 Troy Hills Road, Suite 1		
City:	Whippany		
State/Country:	NEW JERSEY		
Postal Code:	07981		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2852906	CLOAK & DAWGGIE	
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:	2123260402		
Email:	lspector@pryorcashman.com		
Correspondent Name:	Lawrence A. Spector		
Address Line 1:	7 Times Square		
Address Line 2:	Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	16525.00001		
NAME OF SUBMITTER:	Lawrence A. Spector		
SIGNATURE:	/lawrence a. spector/		
DATE SIGNED:	02/06/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of December 30, 2016, by My Canine Kids, Inc., a New Jersey corporation (“**Debtor**”), to and in favor of Quaker Pet Group, Inc., a Delaware corporation (the “**Secured Party**”).

WITNESSETH:

WHEREAS, Debtor and the Secured Party have entered into that certain Trademark Assignment, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Assignment**”), pursuant to which the Secured Party assigned the Trademark Property (as defined in the Assignment) in consideration of the Purchase Price (as defined in the Assignment); and

WHEREAS, Section 4 of the Assignment requires that Debtor execute and deliver this Agreement to Secured Party;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Secured Party as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants Secured Party a security interest in and lien on all of Debtor’s right, title and interest in, to and under the Trademark Property (as defined in the Assignment), whether now owned and existing or hereafter created, acquired or arising, including, without limitation, the Trademark, as defined in the Security Agreement and listed on Schedule A attached hereto and incorporated herein by reference, and all proceeds (collectively, the “**Collateral**”), to secure the payment of (i) any and all present and future liabilities and obligations (including, without limitation, guaranty obligations and indemnity obligations) of Debtor under the Assignment, and (ii) any and all costs of collection, reasonable legal expenses and attorneys’ fees and expenses incurred by Secured Party upon the occurrence of any default under this Agreement or breach and/or default under the Assignment (each, an “**Event of Default**”), in collecting or enforcing payment of any such liabilities or obligations or in preserving, protecting or realizing on the Collateral hereunder or in representing Secured Party in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the “**Secured Obligations**”). Debtor hereby authorizes the filing by the Secured Party of financing or continuation statements, or amendments thereto, and the Grantor will execute and deliver to Secured Party such other instruments or notices, as may be necessary or as Secured Party may reasonably request, in order to perfect and preserve Secured Party’s security interest in the Collateral granted or purported to be granted hereby.

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants as follows:

(a) The exact legal name, jurisdiction of incorporation, organization or formation, organizational identification number, if any, and chief executive office of Debtor is set forth on Schedule B attached hereto.

3. Further Assurances. Debtor hereby agrees that, until all of the Secured Obligations shall have been paid in full, it will not, without the prior written consent of Secured Party, enter into any agreement which is inconsistent with Debtor's obligations under this Agreement and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Secured Party under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that Secured Party may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Collateral or to enable Secured Party to exercise its rights and remedies under this Agreement with respect to the Collateral.

4. Use of the Trademark. So long as no Event of Default has occurred and is continuing, Debtor may use the Trademark in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Debtor, for Debtor's own benefit and account and for none other.

5. Default. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a collateral agent under the Code. If an Event of Default shall occur and be continuing, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce the Trademark, and, if Secured Party shall commence any such suit, 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 and of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Agreement. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

6. Termination of Agreement. At such time as Debtor shall pay all of the Secured Obligations in full, this Agreement shall terminate and Secured Party shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish Secured Party's security interest therein, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement.

7. Secured Party.

(a) *Nonliability of Secured Party.* Secured Party has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor hereby releases Secured Party from any liability for any act or omission relating to the Secured Obligations, the Collateral or this Agreement, except to the extent arising from Secured Party's gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable order.

(b) *No Waiver.* No delay on the part of the Secured Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or

partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies which the Secured Party would otherwise have.

8. Preservation of the Trademark. Debtor shall have the duty to preserve and maintain all rights in the Trademark, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 8 shall be borne by Debtor.

9. No Waiver. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

12. Governing Law.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEBTOR:

MY CANINE KIDS, INC.

By: 

Name: Carole Cusumano

Title: President

SECURED PARTY:

QUAKER PET GROUP, INC.

By: _____

Name: Kevin Fick

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEBTOR:

MY CANINE KIDS, INC.

By: _____

Name: Carole Cusumano

Title: President

SECURED PARTY:

QUAKER PET GROUP, INC.

By:  _____

Name: Kevin Fick

Title: Chief Executive Officer

SCHEDULE A

Trademark

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Registration Number: 2852906
Registration Date: June 15, 2004

SCHEDULE B

Organizational Information

Legal Name: My Canine Kids, Inc.

Jurisdiction of Incorporation: New Jersey

Organizational ID Number: []

Chief Executive Office: 4 75th St.
North Bergen, NJ 07047