

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	collateral assignment of patents and trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arthur Dogswell, L.L.C.		04/18/2017	Limited Liability Company:
NAPP Manufacturing LLC		04/18/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	801 West Big Beaver Road		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Administrative Agent: MICHIGAN		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	1469297	NATURAL LIFE PET PRODUCTS	
Registration Number:	1734131	LAMADERM	
Registration Number:	2927944	DOGSWELL	
Registration Number:	3028291	MELLOW MUT	
Registration Number:	3028299	HAPPY HEART	
Registration Number:	3028301	HAPPY HIPS	
Registration Number:	3075995	BREATHIES	
Registration Number:	3260362	NATURALLIFE NUTRITIONAL PET PRODUCTS	
Registration Number:	3388203	CATSWELL	
Registration Number:	3457532	HAPPY HIPS	
Registration Number:	3472272	NATURAL LIFE	
Registration Number:	3548876	VITAKITTY	
Registration Number:	3571180	VEGGIE LIFE	
Registration Number:	3920428	NUTRISCA	
Registration Number:	3927277	BISCUITS WITH BENEFITS	
Registration Number:	3943325	DOGSWELL	
Registration Number:	3969571	CATSWELL	
Registration Number:	3987619	VITALITY	

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Property Type	Number	Word Mark
Registration Number:	4005885	HAPPY HIPS
Registration Number:	4020234	TUMMIES
Registration Number:	4044812	DOGSWELL
Registration Number:	4420029	JERKY BARS
Registration Number:	4427811	RAWDICULOUS
Registration Number:	4459287	DOGSWELL STUDIOS
Registration Number:	4460264	LIVE FREE
Registration Number:	4467762	SOLOS
Registration Number:	4472629	DIGESTIBITS
Registration Number:	4740724	
Registration Number:	4740725	DOGSWELL
Registration Number:	4753285	SUPER BOOST
Registration Number:	4775336	VITALITY
Registration Number:	4842535	TRULY SHREDED
Registration Number:	4842536	TRULY FLAKED
Registration Number:	4852324	BOUNDLESS
Registration Number:	4887951	DUETS
Registration Number:	5016161	DOGSWELL
Registration Number:	5104977	NUTRISCA NURTURE THE JOURNEY
Serial Number:	86292152	
Serial Number:	86292160	CATSWELL
Serial Number:	86292167	
Serial Number:	86292171	CATSWELL
Serial Number:	86338063	NUTRITION YOU CAN SEE
Registration Number:	1747321	NATURAL LIFE PET PRODUCTS, INC.

CORRESPONDENCE DATA

Fax Number: 3124607000

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: 3124605000

Email: patentdocket_chi@seyfarth.com

Correspondent Name: Patrick T. Muffo

Address Line 1: 233 S. Wacker Drive

Address Line 2: Seyfarth Shaw LLP

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Patrick T. Muffo

SIGNATURE: /Patrick T. Muffo/

DATE SIGNED: 04/25/2017

Total Attachments: 8

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COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

This COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS dated as of April 18, 2017 (the “IP Agreement”) is executed by Arthur Dogswell, L.L.C. (“Dogswell”) and NAPP Manufacturing LLC (“NAPP”; together with Dogswell, the “Assignors” and each an “Assignor”), to and for the benefit of The Huntington National Bank, as successor to FirstMerit Bank, N.A., as administrative agent (the “Administrative Agent”) for the lenders (the “Lenders”) from time to time party to the Credit Agreement described below.

RECITALS:

A. Pursuant to an Amended and Restated Credit Agreement of even date herewith entered into among Whitebridge Pet Brands, LLC, Whitebridge Pet Brands Holdings, LLC, Assignors, the Administrative Agent and the Lenders (“Credit Agreement”) (as originally executed and as may be amended, modified, supplemented, restated or replaced), the Administrative Agent and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans and other financial accommodations to Assignors as Borrowers (collectively, the “Credit Facilities”). Capitalized terms used in this IP Agreement and not otherwise defined shall have the meanings given to them in the Credit Agreement.

B. Under the terms of the Guaranty and Collateral Agreement, each Assignor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of such Assignor, and has agreed to execute and deliver this IP Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

C. As a condition to the Lenders entering into the Credit Agreement and making the Credit Facilities available, the Lenders require that each Assignor enter into this IP Agreement in order to secure the Obligations and performance of each Assignor hereunder and under the Credit Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, which are hereby incorporated herein as true, and the mutual promises and agreements contained herein, the Assignors and the Administrative Agent hereby agree as follows:

1. Grant of Security. Each Assignor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a security interest in and to all of the right, title and interest of such Assignor in, to and under the following (the “IP Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith and all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2;

(c) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Assignor authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Agreement upon request by the Administrative Agent.

3. Loan Documents. This IP Agreement has been entered into pursuant to and in conjunction with the Guaranty and Collateral Agreement, which is hereby incorporated by reference. The provisions of the Guaranty and Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Guaranty and Collateral Agreement and related documents, and nothing in this IP Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Agreement.

5. Successors and Assigns. This IP Agreement and all rights and liabilities hereunder and in and to any and all IP Collateral shall inure to the benefit of the Administrative Agent and its permitted successors and assigns, and shall be binding on the Assignor, its administrators, successors and assigns.

6. Governing Law. This IP Agreement has been made and entered into in Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois.

7. Duration and Effect. This IP Agreement shall remain and continue in full force and effect (notwithstanding, without limitation, the dissolution of either Assignor) from the date hereof until all of the Obligations have been Paid in Full. Thereupon, this IP Agreement shall automatically terminate and the lien on and security interest in the IP Collateral shall be released in accordance with Section 8.17 of the Guaranty and Collateral Agreement. Upon the termination of this IP Agreement, the Administrative Agent shall, at the sole cost and expense of the Assignors, promptly execute all documents, make all filings, take all other actions reasonably requested by the Assignors to evidence and record the release of the lien on and security interests in the IP Collateral granted herein. Each Assignor acknowledges that this IP Agreement is and shall be effective upon execution by such Assignor and delivery to and acceptance hereof by the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute any acceptance hereof or otherwise to signify or express its acceptance hereof to such Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors have caused this IP Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASSIGNORS:

ARTHUR DOGSWELL, L.L.C.

By: 

Name: Joseph R. Rondinelli

Title: Secretary

NAPP MANUFACTURING LLC

By: 

Name: Joseph R. Rondinelli

Title: Secretary

AGREED TO AND ACCEPTED:

THE HUNTINGTON NATIONAL
BANK, as successor to
FIRST MERIT BANK, N.A.,
as Administrative Agent

By: _____

Name: Kendrick Vincent

Title: Officer

IN WITNESS WHEREOF, Assignors have caused this IP Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASSIGNORS:

ARTHUR DOGSWELL, L.L.C.

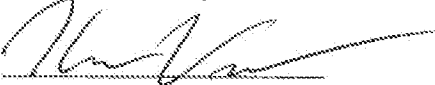
By: _____
Name: Joseph R. Rondinelli
Title: Secretary

NAPP MANUFACTURING LLC

By: _____
Name: Joseph R. Rondinelli
Title: Secretary






AGREED TO AND ACCEPTED:

THE HUNTINGTON NATIONAL
BANK, as successor to
FIRST MERIT BANK, N.A.,
as Administrative Agent




By:  _____
Name: Kendrick Vincent
Title: Officer


SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS¹

NO.	MARK	U.S. TRADEMARK REG./APP. NUMBER	REG. DATE
1.	NATURAL LIFE PET PRODUCTS	Reg. No. 1,469,297	Dec. 15, 1987
2.	LAMADERM	Reg. No. 1,734,131	Nov. 17, 1992
3.		Reg. No. 1,747,321	Jan. 19, 1993
4.	DOGSWELL	Reg. No. 2,927,944	Feb. 22, 2005
5.	MELLOW MUT	Reg. No. 3,028,291	Dec. 13, 2005
6.	HAPPY HEART	Reg. No. 3,028,299	Dec. 13, 2005
7.	HAPPY HIPS	Reg. No. 3,028,301	Dec. 13, 2005
8.	BREATHIES	Reg. No. 3,075,995	Apr. 04, 2006
9.		Reg. No. 3,260,362	Jul. 10, 2007
10.	CATSWELL	Reg. No. 3,388,203	Feb. 26, 2008
11.	HAPPY HIPS	Reg. No. 3,457,532	Jul. 01, 2008
12.	NATURAL LIFE	Reg. No. 3,472,272	Jul. 22, 2008
13.	VITAKITTY	Reg. No. 3,548,876	Dec. 23, 2008
14.	VEGGIE LIFE	Reg. No. 3,571,180	Feb. 10, 2009
15.	NUTRISCA	Reg. No. 3,920,428	Feb. 15, 2011
16.	BISCUITS WITH BENEFITS	Reg. No. 3,927,277	Mar. 08, 2011
17.		Reg. No. 3,943,325	Apr. 12, 2011
18.		Reg. No. 3,969,571	May 31, 2011
19.	VITALITY	Reg. No. 3,987,619	Jul. 05, 2011
20.	HAPPY HIPS	Reg. No. 4,005,885	Aug. 02, 2011
21.	TUMMIES	Reg. No. 4,020,234	Aug. 30, 2011
22.	DOGSWELL	Reg. No. 4,044,812	Oct. 25, 2011
23.	JERKY BARS	Reg. No. 4,420,029	Oct. 15, 2013
24.	RAWDICULOUS	Reg. No. 4,427,811	Nov. 05, 2013
25.		Reg. No. 4,459,287	Dec. 31, 2013
26.	LIVEFREE	Reg. No. 4,460,264	Dec. 31, 2013

¹ Dogswell is the owner of record for all trademarks and patents unless otherwise indicated

NO.	MARK	U.S. TRADEMARK REG./APP. NUMBER	REG. DATE
27.	SOLOS	Reg. No. 4,467,762	Jan. 14, 2014
28.	DIGESTIBITS	Reg. No. 4,472,629	Jan. 21, 2014
29.		Reg. No. 4,740,724	May 19, 2015
30.	 DOGSWELL	Reg. No. 4,740,725	May 19, 2015
31.	SUPER BOOST	Reg. No. 4,753,285	Jun. 09, 2015
32.	VITALITY	Reg. No. 4,775,336	Jul. 21, 2015
33.	TRULY SHREDDED	Reg. No. 4,842,535	Oct. 27, 2015
34.	TRULY FLAKED	Reg. No. 4,842,536	Oct. 27, 2015
35.	BOUNDLESS	Reg. No. 4,852,324	Nov. 10, 2015
36.	DUETS	Reg. No. 4,887,951	Jan. 19, 2016
37.	 DOGSWELL	Reg. No. 5,016,161	Aug. 09, 2016
38.	NUTRISCA NURTURE THE JOURNEY	Reg. No. 5,104,977	Dec. 20, 2016

NO.	MARK	U.S. TRADEMARK REG./APP. NUMBER	FILING DATE
1.		App. No. 86/292,152	May 27, 2014
2.	 CATSWELL	App. No. 86/292,160	May 27, 2014
3.		App. No. 86/292,167	May 27, 2014
4.	 CATSWELL	App. No. 86/292,171	May 27, 2014
5.	NUTRITION YOU CAN SEE	App. No. 86/338,063	Jul. 15, 2014

SCHEDULE 2

PATENTS AND APPLICATIONS

TITLE	PATENT REG./APP. NUMBER	COUNTRY	REG. DATE/ FILING DATE
ANIMAL CHEW	D763541	USA	Aug. 16, 2016
JERKY TREATS	14/824,005	USA	Aug. 11, 2015
JERKY TREATS	15/054,084	USA	Feb. 25, 2016