

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426285

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Premier Pet Products, LLC		05/02/2017	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as Administrative Agent		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corp.: OHIO		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3542199	BRISTLE BONE	
<b>Registration Number:</b>	2846616	BUSY BUDDY	
<b>Registration Number:</b>	3100199	BUSY BUDDY	
<b>Registration Number:</b>	4176818	CHEWZIE DOG	
<b>Registration Number:</b>	3777502	EASY WALK	
<b>Registration Number:</b>	2253498	FEATHER TETHER	
<b>Registration Number:</b>	2279121	FERRET FUN 5-IN ONE!	
<b>Registration Number:</b>	2027291	FIDO FLEECE	
<b>Registration Number:</b>	2852781	FIDO FLOAT	
<b>Registration Number:</b>	3773138	FUNKITTY	
<b>Registration Number:</b>	1467347	GENTLE LEADER	
<b>Registration Number:</b>	2762487	GENTLE SPRAY	
<b>Registration Number:</b>	3474007	GNAWHIDE	
<b>Registration Number:</b>	3063023	KEEPSAFE	
<b>Registration Number:</b>	3834926	LINKABLES	
<b>Registration Number:</b>	3834927	LINKABLES	
<b>Registration Number:</b>	3426165	LIVER BISCOTTI	
<b>Registration Number:</b>	3541317	MANNERSMINDER	
<b>Registration Number:</b>	3927532	POGO PLUSH	
<b>TRADEMARK</b>			

OP \$765.00 3542199

Property Type	Number	Word Mark
Registration Number:	3004506	PREMIER
Registration Number:	2436247	PREMIER
Registration Number:	3979308	SLAP HAPPY
Registration Number:	3453791	SMART BOWL
Registration Number:	2385445	SPILL-LESS SMART BOWL
Registration Number:	3432026	SPRAY SHIELD
Registration Number:	2335259	SURE-FIT HARNESS
Registration Number:	2822574	TENNIS TAIL
Registration Number:	2247744	THE 10 MINUTE ATTITUDE ADJUSTER
Registration Number:	2654215	TIRED OF YOUR DOG TAKING YOU FOR A WALK?
Registration Number:	4101490	TREAT METER

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** michael.barys@thomsonreuters.com

**Correspondent Name:** Andrea Gniadek

**Address Line 1:** 111 West Monroe Street

**Address Line 2:** Chapman and Cutler

**Address Line 4:** Chicago, ILLINOIS 60603

<b>NAME OF SUBMITTER:</b>	Andrea Gniadek
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	05/04/2017

**Total Attachments: 6**

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## TRADEMARK COLLATERAL AGREEMENT

This 2nd day of May, 2017, Premier Pet Products, LLC, a Virginia limited liability company ("*Debtor*") with its principal place of business and mailing address at 10427 PetSafe Way, Knoxville, Tennessee 37932, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Third Amended and Restated Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PREMIER PET PRODUCTS, LLC

By 

Name: Chris Chandler

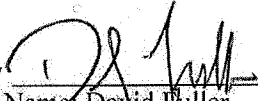
Title: Chief Financial Officer

[Signature Page to Trademark Collateral Agreement (Premier Pet Products, LLC)]

TRADEMARK  
REEL: 006050 FRAME: 0037

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By   
Name: David Fuller  
Title: Managing Director

[Signature Page to Trademark Collateral Agreement (Premier Pet Products, LLC)]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>FILING NUMBER</b>	<b>FILING DATE</b>	<b>REGISTRATION DATE</b>
BRISTLE BONE	3,542,199	77/358263	December 21, 2007	December 2, 2008
BUSY BUDDY	2,846,616	78/168528	September 27, 2002	May 25, 2004
BUSY BUDDY LOGO	3,100,199	78/515954	November 12, 2004	June 6, 2006
CHEWZIE DOG	4176818	85/308850	April 29, 2011	July 17, 2012
EASY WALK	3,777,502	77/818152	September 2, 2009	April 20, 2010
FEATHER TETHER	2,253,498	75/472047	April 22, 1998	June 15, 1999
FERRET FUN 5- IN-ONE!	2,279,121	75/493100	May 29, 1998	September 21, 1999
FIDO FLEECE	2,027,291	75/068972	March 7, 1996	December 31, 1996
FIDO FLOAT	2,852,781	76/482032	January 13, 2003	June 15, 2004
FUNKITTY	3,773,138	77/670249	February 13, 2009	April 6, 2010
GENTLE LEADER	1,467,347	73-653906	April 8, 1987	December 1, 1987
GENTLE SPRAY	2,762,487	76/315308	September 19, 2001	September 9, 2003
GNAWHIDE	3,474,007	78/930032	July 14, 2006	July 22, 2008
KEEPSAFE	3,063,023	78/555364	January 27, 2005	February 28, 2006
LINKABLES	3,834,926	77/915544	January 20, 2010	August 17, 2010
LINKABLES Logo	3,834,927	77/915594	January 20, 2010	August 17, 2010
LIVER BISCOTTI	3,426,165	77/265566	August 27, 2007	May 13, 2008
MANNERSMINDER	3,541,317	77/278966	September 13, 2007	December 2, 2008
POGO PLUSH	3,927,532	77/913223	January 15, 2010	March 8, 2011
PREMIER	3,004,506	78/487227	September 21, 2004	October 4, 2005
PREMIER	2,436,247	75/630772	January 29, 1999	March 20, 2001
SLAP HAPPY	3,979,308	85/011134	April 10, 2010	June 14, 2011
SMART BOWL	3,453,791	78/868075	April 24, 2006	June 24, 2008

MARK	REGISTRATION NO.	FILING NUMBER	FILING DATE	REGISTRATION DATE
SPILL-LESS SMART BOWL Logo	2,385,445	75/791461	September 2, 1999	September 12, 2000
SPRAY SHIELD	3,432,026	77/054487	November 30, 2006	May 20, 2008
SURE-FIT HARNES	2,335,259	75/630543	January 29, 1999	March 28, 2000
TENNIS TAIL	2,822,574	76/481690	January 13, 2003	March 16, 2004
THE 10 MINUTE ATTITUDE ADJUSTER	2,247,744	75/472046	April 22, 1998	May 25, 1999
TIRED OF YOUR DOG TAKING YOU FOR A WALK?	2,654,215	76/355315	January 7, 2002	November 26, 2002
TREAT METER	4,101,490	85/308875	April 29, 2011	February 21, 2012