

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM426770

|                                   |                                     |  |                       |
|-----------------------------------|-------------------------------------|--|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                      |  |                       |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                   |  |                       |
| <b>CONVEYING PARTY DATA</b>       |                                     |  |                       |
| <b>Name</b>                       | <b>Formerly</b>                     | <b>Execution Date</b>                    | <b>Entity Type</b>    |
| Halo, Purely For Pets, Inc.       |                                     | 05/05/2017                               | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |                                     |  |                       |
| <b>Name:</b>                      | Siena Lending Group LLC             |  |                       |
| <b>Street Address:</b>            | 9 W. Broad Street                   |  |                       |
| <b>Internal Address:</b>          | 5th Floor                           |  |                       |
| <b>City:</b>                      | Stamford                            |  |                       |
| <b>State/Country:</b>             | CONNECTICUT                         |  |                       |
| <b>Postal Code:</b>               | 06902                               |  |                       |
| <b>Entity Type:</b>               | Limited Liability Company: DELAWARE |  |                       |
| <b>PROPERTY NUMBERS Total: 34</b> |                                     |  |                       |
| <b>Property Type</b>              | <b>Number</b>                       | <b>Word Mark</b>                         |                       |
| <b>Serial Number:</b>             | 87281356                            | AMERICA'S BEST LOVED HOLISTIC BRAND      |                       |
| <b>Registration Number:</b>       | 3797523                             | THE CARE WE OWE THEM                     |                       |
| <b>Registration Number:</b>       | 2970425                             | CLOUD NINE                               |                       |
| <b>Registration Number:</b>       | 2106939                             | CLOUD-NINE HERBAL DIP                    |                       |
| <b>Registration Number:</b>       | 2582059                             | DINNER PARTY                             |                       |
| <b>Registration Number:</b>       | 1714971                             | DREAM COAT                               |                       |
| <b>Serial Number:</b>             | 87159411                            | GARDEN OF VEGAN                          |                       |
| <b>Registration Number:</b>       | 1764019                             | HALO                                     |                       |
| <b>Registration Number:</b>       | 3338946                             | HALO                                     |                       |
| <b>Serial Number:</b>             | 87281362                            | HALO BECAUSE WHOLE MAKES A WHOLE LOT OFD |                       |
| <b>Serial Number:</b>             | 87281360                            | HALO BECAUSE WHOLE MEAT MAKES A WHOLE LO |                       |
| <b>Registration Number:</b>       | 4440518                             | THE HALO DIFFERENCE                      |                       |
| <b>Serial Number:</b>             | 87294904                            | HALO PET FOUNDATION                      |                       |
| <b>Serial Number:</b>             | 87294901                            | HALO PET FOUNDATION                      |                       |
| <b>Registration Number:</b>       | 2611979                             | HALO PURELY FOR PETS                     |                       |
| <b>Serial Number:</b>             | 87089145                            | HALO TRUE STEW                           |                       |
| <b>Registration Number:</b>       | 3880680                             | HEALTHSOME                               |                       |
| <b>Registration Number:</b>       | 4088184                             | HELPING YOUR PET LOOK AND FEEL GREAT INS |                       |

CH \$865.00 87281356

| Property Type        | Number   | Word Mark                              |
|----------------------|----------|--|
| Serial Number:       | 87089149 | HOME BREW STEW                         |
| Serial Number:       | 87281358 | IF IT SAYS "MEAL," IT'S NOT WHOLE MEAT |
| Registration Number: | 3150982  | LIV-A-LITTLES                          |
| Serial Number:       | 87069066 | LUV-A-LOTS                             |
| Registration Number: | 5102054  | MIX 'N MORES                           |
| Serial Number:       | 87084481 | ORIGINATIV                             |
| Serial Number:       | 87084484 | ORIGINATIVE                            |
| Registration Number: | 3980882  | SPOT'S CHEW                            |
| Registration Number: | 4231467  | SPOT'S CHOICE                          |
| Registration Number: | 4150472  | SPOT'S PATÉ                            |
| Registration Number: | 2216548  | SPOT'S STEW                            |
| Registration Number: | 3446096  | SPOT'S STEW SUCCULENT SALMON RECIPE    |
| Serial Number:       | 87241224 | THE PROOF IS IN THE POOP               |
| Registration Number: | 4614290  | VIGOR                                  |
| Serial Number:       | 86668548 | VITAGLO                                |
| Registration Number: | 2847006  | XTRA-C                                 |

#### CORRESPONDENCE DATA

Fax Number: 2024083141

*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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

|                         |               |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 633104        |
| NAME OF SUBMITTER:      | Jean Paterson |
| SIGNATURE:              | /jep/         |
| DATE SIGNED:            | 05/09/2017    |

#### Total Attachments: 13

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 5, 2017, is made by HALO, PURELY FOR PETS, INC., a Delaware corporation (“Grantor”) with an address of 12400 Race Track Road, Tampa, Florida 33626 in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (as originating lender, and after the Closing Date as servicer for affiliated assignee, Siena Funding LLC, a Delaware limited liability company (“Siena Funding”), and together with Siena Funding, collectively, “Lender”) with an address of 9 W Broad Street, 5th Floor, Stamford, Connecticut 06902.

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, each other Loan Party Obligor from time to time party thereto and Lender (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Lender has agreed to make the Loans for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including 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 renewals and extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

a. all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

b. all of its Trademarks (**provided** that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office but only until such statement is filed), and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

c. all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

d. all reissues, continuations or extensions of the foregoing;

e. all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

f. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.


5. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

6. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 4 hereof, this Intellectual Property Security Agreement and the security interests and Liens granted hereunder and under the Loan Agreement shall terminate upon the Termination Date.

Upon such termination, Lender shall execute, at the expense of Borrower, such releases and terminations in form suitable for filing with respect to the Liens granted hereunder.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HALO, PURELY FOR PETS, INC.

By:   
Name: LISA KIERES  
Title: CFO

ACCEPTED and ACKNOWLEDGED by:

SIENA LENDING GROUP LLC

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory



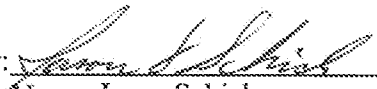
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

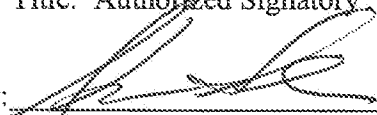
**HALO, PURELY FOR PETS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED and ACKNOWLEDGED by:

**SIENA LENDING GROUP LLC**

By:  \_\_\_\_\_  
Name: Jason Schick  
Title: Authorized Signatory

By:  \_\_\_\_\_  
Name: Steven Sanicola  
Title: Authorized Signatory

**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. PATENT REGISTRATIONS

| <u>Patent</u> | <u>Reg. No.</u> | <u>Date</u> |
|---------------|-----------------|-------------|
| None.         |                 |             |

2. PATENT APPLICATIONS

| <u>Patent</u> | <u>Reg. No.</u> | <u>Date</u> |
|---------------|-----------------|-------------|
| None.         |                 |             |

3. PATENT LICENSES

| <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|--------------------------|--------------------------|----------------|
| None.                    |                          |                |

**SCHEDULE II**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. TRADEMARK REGISTRATIONS

| <u>Mark</u>   | <u>Reg. No.</u> | <u>Date</u> |
|---------------|-----------------|-------------|
| See attached. |                 |             |

2. TRADEMARK APPLICATIONS

| <u>Mark</u>   | <u>Application No.</u> | <u>Date</u> |
|---------------|------------------------|-------------|
| See attached. |                        |             |

3. TRADEMARK LICENSES

| <u>Name of Agreement</u>                | <u>Date of Agreement</u> | <u>Parties</u>  |
|---|--------------------------|---|
| Second Amendment to Licensing Agreement | 09/09/2015               | E&E Co., Ltd. d/b/a/ JLA Pets<br>and<br>Halo, Purely For Pets, Inc. |

Attachment to  
SCHEDULE II

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

| Jurisdiction             | Trademark                           | Serial No. | Filing Date | Registration No. | Registration Date | Status     |
|--------------------------|-------------------------------------|------------|-------------|------------------|-------------------|------------|
| United States of America | AMERICA'S BEST LOVED HOLISTIC BRAND | 87/281,356 | 27-Dec-2016 |                  |                   | Pending    |
| United States of America | CARE WE OWE THEM, THE               | 77/978,948 | 14-Jan-2008 | 3,797,523        | 01-Jun-2010       | Registered |
| United States of America | CLOUD NINE                          |            |             | 2,970,425        | 19-Jul-2005       | Registered |
| United States of America | CLOUD NINE HERBAL DIP               | 75/169,663 |             | 2,106,939        | 21-Oct-1997       | Registered |
| United States of America | DINNER PARTY                        |            |             | 2,582,059        | 18-Jun-2002       | Registered |
| United States of America | DREAM COAT                          |            |             | 1,714,971        | 15-Sep-1992       | Registered |
| United States of America | GARDEN OF VEGAN                     | 87/159,411 | 02-Sep-2016 |                  |                   | Published  |
| United States of America | HALO                                |            |             | 1,764,019        | 13-Apr-1993       | Registered |
| United States of America | HALO                                | 77/123,050 | 06-Mar-2007 | 3,338,946        | 20-Nov-2007       | Registered |

|                          |   |            |             |           |             |            |
|--------------------------|---|------------|-------------|-----------|-------------|------------|
| United States of America | HALO BECAUSE WHOLE MAKES A WHOLE LOT OF DIFFERENCE (Stylized/Design)      | 87/281,362 | 27-Dec-2016 |           |             | Pending    |
| United States of America | HALO BECAUSE WHOLE MEAT MAKES A WHOLE LOT OF DIFFERENCE (Stylized/Design) | 87/281,360 | 27-Dec-2016 |           |             | Pending    |
| United States of America | HALO DIFFERENCE, THE  | 85/101,933 | 06-Aug-2010 | 4,440,518 | 26-Nov-2013 | Registered |
| United States of America | HALO PET FOUNDATION (Stylized/Design)                                     | 87/294,904 | 10-Jan-2017 |           |             | Pending    |
| United States of America | HALO PET FOUNDATION (Stylized/Design)                                     | 87/294,901 | 10-Jan-2017 |           |             | Pending    |
| United States of America | HALO PURELY FOR PETS  |            |             | 2,611,979 | 27-Aug-2002 | Registered |
| United States of America | HALO TRUE STEW  | 87/089,145 | 30-Jun-2016 |           |             | Published  |
| United States of America | HEALTHSOME  | 77/688,415 | 11-Mar-2009 | 3,880,680 | 23-Nov-2010 | Registered |
| United States of America | HELPING YOUR PET LOOK AND FEEL GREAT - INSIDE AND OUT                     | 77/383,911 | 30-Jan-2008 | 4,088,184 | 17-Jan-2012 | Registered |

|                          |   |            |             |           |             |            |
|--------------------------|---|------------|-------------|-----------|-------------|------------|
| United States of America | HOMEBREW STEW                             | 87/089,149 | 30-Jun-2016 |           |             | Published  |
| United States of America | IF IT SAYS "MEAL," IT'S NOT WHOLE MEAT    | 87/281,358 | 27-Dec-2016 |           |             | Pending    |
| United States of America | LIV-A-LITTLES                             | 78/744,462 | 01-Nov-2005 | 3,150,982 | 03-Oct-2006 | Registered |
| United States of America | LUV-A-LOTS                                | 87/069,066 | 13-Jun-2016 |           |             | Published  |
| United States of America | MIX 'N MORES                              | 86/951,768 | 24-Mar-2016 | 5,102,054 |             | Registered |
| United States of America | ORIGINATIV                                | 87/084,481 | 27-Jun-2016 |           |             | Published  |
| United States of America | ORIGINATIVE                               | 87/084,484 | 27-Jun-2016 |           |             | Published  |
| United States of America | SPOT'S CHEW                               | 85/140,016 | 28-Sep-2010 | 3,980,882 | 21-Jun-2011 | Registered |
| United States of America | SPOT'S CHOICE                             | 85/517,003 | 16-Jan-2012 | 4231467   | 23-Oct-2012 | Registered |
| United States of America | SPOT'S PATE                               | 77/688,411 | 11-Mar-2009 | 4,150,472 | 29-May-2012 | Registered |
| United States of America | SPOT'S STEW                               |            |             | 2,216,548 | 05-Jan-1999 | Registered |
| United States of America | SPOT'S STEW<br>SUCCULENT SALMON<br>RECIPE | 77/125,531 | 08-Mar-2007 | 3,446,096 | 10-Jun-2008 | Registered |

|                          |                          |            |             |           |             |            |
|--------------------------|--------------------------|------------|-------------|-----------|-------------|------------|
| United States of America | THE PROOF IS IN THE POOP | 87/241,224 | 18-Nov-2016 |           |             | Pending    |
| United States of America | VIGOR                    | 85/714,633 | 28-Aug-2012 | 4,614,290 | 30-Sep-2014 | Registered |
| United States of America | VITAGLO                  | 86/668,548 | 19-Jun-2015 |           |             | Published  |
| United States of America | XTRA-C                   |            |             | 2,847,006 | 25-May-2004 | Registered |

**SCHEDULE III**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. COPYRIGHT REGISTRATIONS

| <u>Copyright</u> | <u>Reg. No.</u> | <u>Date</u> |
|------------------|-----------------|-------------|
| None.            |                 |             |

2. COPYRIGHT APPLICATIONS

| <u>Copyright</u> | <u>Application No.</u> | <u>Date</u> |
|------------------|------------------------|-------------|
| None.            |                        |             |

3. COPYRIGHT LICENSES

| <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|--------------------------|--------------------------|----------------|
| None.                    |                          |                |