

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429508

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rolf C. Hagen Inc.		05/31/2017	Corporation: CANADA
Rolf C. Hagen (USA) Corp.		05/31/2017	Corporation: MASSACHUSETTS
Industries Hagen LTEE		05/31/2017	Limited Corporation: CANADA

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance Corporation Canada
Street Address:	1250 Rene-Levesque West
Internal Address:	Suite 1100
City:	Montreal
State/Country:	CANADA
Postal Code:	H3B 4W8
Entity Type:	Corporation: ONTARIO

PROPERTY NUMBERS Total: 89

Property Type	Number	Word Mark
Registration Number:	1060417	HABITRAIL
Registration Number:	0975721	HABITRAIL
Registration Number:	1924562	HEAT WAVE
Registration Number:	1044868	SKY RESTAURANT
Registration Number:	1046460	SKY-SPINNER
Registration Number:	2082422	AQUA PLUS
Registration Number:	2973301	AQUACLEAR
Registration Number:	2804808	AQUACLEAR
Registration Number:	1254460	AQUA-GLO
Registration Number:	3392748	AQUA-MINDER
Registration Number:	5004078	AQUASKY
Registration Number:	3269215	AQUASTOP
Registration Number:	3501093	AQUAVAC
Registration Number:	2783296	AVENUE
Registration Number:	1743860	BIO-LIFE
Registration Number:	3816510	CAT IT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4486241	CLOUD9
Registration Number:	1614517	CYCLE
Registration Number:	1603683	CYCLEGUARD
Registration Number:	1442686	DERMACARE
Registration Number:	3816511	DOG IT
Registration Number:	2364895	DURASHIELD
Registration Number:	2964922	ELITE
Registration Number:	3335610	EXO TERRA
Registration Number:	4788546	F
Registration Number:	1218101	FLUVAL
Registration Number:	4419190	FLUVAL ACCENT
Registration Number:	5059697	FLUVAL EDGE
Registration Number:	3170017	FRESH & CLEAR
Registration Number:	3734936	FRESH'N COMFY
Registration Number:	3014889	GLO
Registration Number:	3625154	HAGEN
Registration Number:	3645399	HAGEN DIRECT
Registration Number:	3828056	HYDROTECH
Registration Number:	4024833	LAGUNA
Registration Number:	2862735	LE SALON
Registration Number:	1815065	LIVING WORLD
Registration Number:	1035067	LIVING WORLD
Registration Number:	0926627	LIVING WORLD
Registration Number:	5120119	MAGIC BLUE
Registration Number:	2906284	MARINA
Registration Number:	4585339	NO BAD ANYTHING
Registration Number:	3796638	NUTRAFIN
Registration Number:	4593920	NUTRIENCE
Registration Number:	4888835	NUTRIENCE GRAIN FREE
Registration Number:	4888834	NUTRIENCE NATURAL
Registration Number:	4888832	NUTRIENCE ORIGINAL
Registration Number:	3441686	OVO
Registration Number:	4213581	PETCULTURE
Registration Number:	2208374	PLANT GRO
Registration Number:	1589695	PRIME
Registration Number:	4677240	SENSES
Registration Number:	4756438	SIMPLETEC
Registration Number:	4343794	SMARTSIFT

Property Type	Number	Word Mark
Registration Number:	1253721	SUN-GLO
Registration Number:	2103549	TROPICAN
Registration Number:	2454111	TROPIMIX
Registration Number:	4918885	VESPER
Registration Number:	2770056	VISION
Registration Number:	2114871	WASTE CONTROL
Registration Number:	2187651	ZEO-CARB
Registration Number:	5114835	ZEUS
Registration Number:	5078497	ZOË
Registration Number:	4721427	ZOË
Registration Number:	4689798	ZOË PILL POPS
Registration Number:	4628929	ZOOTOPIA
Serial Number:	86723444	A HEALTHY LIFESTYLE BEGINS IN THE BOWL
Serial Number:	86774619	BUG BITES
Serial Number:	86936759	BUTCHER'S BOWL
Serial Number:	86512145	CABIN CHEWS
Serial Number:	86474925	CABIN CUTS
Serial Number:	86683920	CABIN FILLETS
Serial Number:	86929422	CARNIVORE CRAZE
Serial Number:	87361174	CAT LOVE
Serial Number:	87400454	DERMACARE
Serial Number:	87361252	DISCOVER LIFE BELOW WATER
Serial Number:	87429952	FLUVAL SMART
Serial Number:	86214200	GREEN EARTH
Serial Number:	87316291	HAGEN GROUP H
Serial Number:	87399166	HARI
Serial Number:	87067471	HOME GUARD
Serial Number:	87369001	NOURISH THE BODY. FUEL THE SPIRIT.
Serial Number:	87022646	NUTRIENCE INFUSION
Serial Number:	87073446	PRAIRIE RED
Serial Number:	87073505	QUICKDRY
Serial Number:	86956134	RANGER BY ZEUS
Serial Number:	86559036	SUBZERO
Serial Number:	86412860	TREAT YOUR BETTER HALF
Serial Number:	87350500	TRUE NORTH

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-6911
Email: susan.carlson@faegrebd.com
Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP
Address Line 1: 90 S 7th Street, Suite 2200
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	06/01/2017

Total Attachments: 14
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of May, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, an Ontario corporation, in its capacity as administrative agent and collateral agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 31, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **ROLF C. HAGEN INC.**, a Canadian corporation ("Canadian Borrower") and **ROLF C. HAGEN (USA) CORP.**, a Massachusetts corporation, as borrowers ("U.S. Borrower", and together with the Canadian Borrower collectively the "Borrowers" and each a "Borrower"), as borrowers, the lenders party thereto as lenders (each such Lender (including each Issuing Bank), together with its successors and assigns, is referred to hereinafter as a "Lender", and collectively with the Agent, the "Lender Group"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 31, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

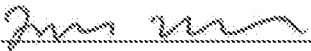
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

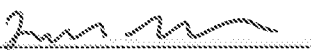
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


ROLF C. HAGEN INC.

By: 
Name: Thomas Hagen
Title: Authorized Representative

ROLF C. HAGEN (USA) CORP.

By: 
Name: Thomas Hagen
Title: Authorized Representative

INDUSTRIES HAGEN LTÉE

By: 
Name: Thomas Hagen
Title: Authorized Representative

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, an Ontario corporation

By: _____
Name: Frederic Philippe
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ROLF C. HAGEN INC.

By: _____
Name: Thomas Hagen
Title: Authorized Representative

ROLF C. HAGEN (USA) CORP.

By: _____
Name: Thomas Hagen
Title: Authorized Representative

INDUSTRIES HAGEN LTÉE

By: _____
Name: Thomas Hagen
Title: Authorized Representative

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA, an Ontario
corporation**

By: _____
Name: Frederic Philippe
Title: Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 006074 FRAME: 0199**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ROLF C. HAGEN (USA) CORP.	1060417	HABITRAIL
ROLF C. HAGEN (USA) CORP.	975721	HABITRAIL
ROLF C. HAGEN (USA) CORP.	1924562	HEAT WAVE
ROLF C. HAGEN (USA) CORP.	1044868	SKY RESTAURANT
ROLF C. HAGEN (USA) CORP.	1046460	SKY-SPINNER
ROLF C. HAGEN, INC.	2082422	AQUA PLUS
ROLF C. HAGEN, INC.	2973301	AQUACLEAR
ROLF C. HAGEN, INC.	2804808	AQUACLEAR
ROLF C. HAGEN, INC.	1254460	AQUA-GLO
ROLF C. HAGEN, INC.	3392748	AQUA-MINDER
ROLF C. HAGEN INC.	5004078	AQUASKY
ROLF C. HAGEN, INC.	3269215	AQUASTOP
ROLF C. HAGEN, INC.	3501093	AQUAVAC
ROLF C. HAGEN, INC.	2783296	AVENUE
ROLF C. HAGEN, INC.	1743860	BIO-LIFE
ROLF C. HAGEN, INC.	3816510	CAT IT
ROLF C. HAGEN INC.	4486241	CLOUD9
ROLF C. HAGEN, INC.	1614517	CYCLE
ROLF C. HAGEN, INC.	1603683	CYCLEGUARD
ROLF C. HAGEN, INC.	1442686	DERMACARE
ROLF C. HAGEN, INC.	3816511	DOG IT
ROLF C. HAGEN, INC.	2364895	DURASHIELD
ROLF C. HAGEN, INC.	2964922	ELITE
ROLF C. HAGEN, INC.	3335610	EXO TERRA
ROLF C. HAGEN INC.	4788546	F
ROLF C. HAGEN, INC.	1218101	FLUVAL
ROLF C. HAGEN INC.	4419190	FLUVAL ACCENT
ROLF C. HAGEN INC.	5059697	FLUVAL EDGE
ROLF C. HAGEN, INC.	3170017	FRESH & CLEAR
ROLF C. HAGEN, INC.	3734936	FRESH'N COMFY
ROLF C. HAGEN, INC.	3014889	GLO
ROLF C. HAGEN, INC.	3625154	HAGEN
ROLF C. HAGEN, INC.	3645399	HAGEN DIRECT

OWNER	REGISTRATION NUMBER	TRADEMARK
ROLF C. HAGEN, INC.	3828056	HYDROTECH
ROLF C. HAGEN INC.	4024833	LAGUNA
ROLF C. HAGEN, INC.	2862735	LE SALON
ROLF C. HAGEN, INC.	1815065	LIVING WORLD
ROLF C. HAGEN, INC.	1035067	LIVING WORLD
ROLF C. HAGEN, INC.	926627	LIVING WORLD
ROLF C. HAGEN INC.	5120119	MAGIC BLUE
ROLF C. HAGEN, INC.	2906284	MARINA
ROLF C. HAGEN INC.	4585339	NO BAD ANYTHING
ROLF C. HAGEN, INC.	3796638	NUTRAFIN
ROLF C. HAGEN INC.	4593920	NUTRIENCE
ROLF C. HAGEN INC.	4888835	NUTRIENCE GRAIN FREE
ROLF C. HAGEN INC.	4888834	NUTRIENCE NATURAL
ROLF C. HAGEN INC.	4888832	NUTRIENCE ORIGINAL
ROLF C. HAGEN, INC.	3441686	OVO
ROLF C. HAGEN INC.	4213581	PETCULTURE
ROLF C. HAGEN, INC.	2208374	PLANT GRO
ROLF C. HAGEN, INC.	1589695	PRIME
ROLF C. HAGEN INC.	4677240	SENSES
ROLF C. HAGEN INC.	4756438	SIMPLETEC
ROLF C. HAGEN INC.	4343794	SMARTSIFT
ROLF C. HAGEN, INC.	1253721	SUN-GLO
ROLF C. HAGEN, INC.	2103549	TROPICAN
ROLF C. HAGEN, INC.	2454111	TROPIMIX
ROLF C. HAGEN INC.	4918885	VESPER
ROLF C. HAGEN, INC.	2770056	VISION
ROLF C. HAGEN, INC.	2114871	WASTE CONTROL
ROLF C. HAGEN, INC.	2187651	ZEO-CARB
ROLF C. HAGEN INC.	5114835	ZEUS
ROLF C. HAGEN INC.	5078497	ZOË
ROLF C. HAGEN INC.	4721427	ZOË
ROLF C. HAGEN INC.	4689798	ZOË PILL POPS
ROLF C. HAGEN INC.	4628929	ZOOTOPIA

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ROLF C. HAGEN INC.	86723444	A HEALTHY LIFESTYLE BEGINS IN THE BOWL
ROLF C. HAGEN INC.	86774619	BUG BITES
ROLF C. HAGEN INC.	86936759	BUTCHER'S BOWL
ROLF C. HAGEN INC.	86512145	CABIN CHEWS

OWNER	APPLICATION NUMBER	TRADEMARK
ROLF C. HAGEN INC.	86474925	CABIN CUTS
ROLF C. HAGEN INC.	86683920	CABIN FILLETS
ROLF C. HAGEN INC.	86929422	CARNIVORE CRAZE
ROLF C. HAGEN INC.	87361174	CAT LOVE
ROLF C. HAGEN INC.	87400454	DERMACARE
ROLF C. HAGEN INC.	87361252	DISCOVER LIFE BELOW WATER
ROLF C. HAGEN INC.	87429952	FLUVAL SMART
ROLF C. HAGEN INC.	86214200	GREEN EARTH
ROLF C. HAGEN INC.	87316291	HAGEN GROUP H
ROLF C. HAGEN INC.	87399166	HARI
ROLF C. HAGEN INC.	87067471	HOME GUARD
ROLF C. HAGEN INC.	87369001	NOURISH THE BODY. FUEL THE SPIRIT.
ROLF C. HAGEN INC.	87022646	NUTRIENCE INFUSION
ROLF C. HAGEN INC.	87073446	PRAIRIE RED
ROLF C. HAGEN INC.	87073505	QUICKDRY
ROLF C. HAGEN INC.	86956134	RANGER BY ZEUS
ROLF C. HAGEN INC.	86559036	SUBZERO
ROLF C. HAGEN INC.	86412860	TREAT YOUR BETTER HALF
ROLF C. HAGEN INC.	87350500	TRUE NORTH

CANADIAN TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ROLF C. HAGEN INC.	TMA903345	A HEALTHY LIFESTYLE BEGINS WITH WHAT YOU PUT IN THE BOWL.
ROLF C. HAGEN INC.	TMA615530	AQUA GEMS & design
ROLF C. HAGEN INC.	TMA273743	AQUACLEAR
ROLF C. HAGEN INC.	TMA673094	AQUA-MINDER
ROLF C. HAGEN INC.	TMA600561	AQUA-TOONS & design
ROLF C. HAGEN INC.	TMA599446	AVENUE Design
ROLF C. HAGEN INC.	TMA404599	BIO-LIFE
ROLF C. HAGEN INC.	TMA943569	BOMBER
ROLF C. HAGEN INC.	TMA615528	Bouncin' Barbells & design
ROLF C. HAGEN INC.	TMA946664	BUG BITES
ROLF C. HAGEN INC.	TMA851424	BUST-IT
ROLF C. HAGEN INC.	TMA926655	CABIN CUTS
ROLF C. HAGEN INC.	TMA322642	CAT LOVE

OWNER	REGISTRATION NUMBER	TRADEMARK
ROLF C. HAGEN INC.	TMA595653	CATIT Design
ROLF C. HAGEN INC.	TMA608880	Catnip Garden Design
ROLF C. HAGEN INC.	TMA578890	CHEWY BITS Design
ROLF C. HAGEN INC.	TMA896228	CLASSIC
ROLF C. HAGEN INC.	TMA378172	CYCLE
ROLF C. HAGEN INC.	TMA600055	Deli-Munchy & design
ROLF C. HAGEN INC.	TMA650903	DENTA CRUNCH
ROLF C. HAGEN INC.	TMA853815	DOG IT CLEAN
ROLF C. HAGEN INC.	TMA890265	DOG IT CLEAN
ROLF C. HAGEN INC.	TMA595772	dogit Design
ROLF C. HAGEN INC.	TMA615531	Essentials & design
ROLF C. HAGEN INC.	TMA601618	EXO TERRA Design
ROLF C. HAGEN INC.	TMA273742	FLUVAL
ROLF C. HAGEN INC.	TMA904436	FLUVAL ACCENT
ROLF C. HAGEN INC.	TMA600449	Foamies & design
ROLF C. HAGEN INC.	TMA615735	FUN TOYS & design
ROLF C. HAGEN INC.	TMA600394	Furry Friends & design
ROLF C. HAGEN INC.	TMA962970	GREEN EARTH
ROLF C. HAGEN INC.	TMA599227	GRUFFS & design
ROLF C. HAGEN INC.	TMA656413	HABITRAIL
ROLF C. HAGEN INC.	TMA237880	HAGEN & DESIGN
ROLF C. HAGEN INC.	TMA599707	JET Stream & design
ROLF C. HAGEN INC.	TMA600324	Jitter Critters & design
ROLF C. HAGEN INC.	TMA599988	JUNGLE GEMS & Design
ROLF C. HAGEN INC.	TMA599989	JUNGLEWOOD & Design
ROLF C. HAGEN INC.	TMA608568	KNOT-A-ROPE & design
ROLF C. HAGEN INC.	TMA608486	KNOT-A-ROPE & Design
ROLF C. HAGEN INC.	TMA615532	KRAZY rollers & design
ROLF C. HAGEN INC.	TMA853660	LAGUNA
ROLF C. HAGEN INC.	TMA626754	LAGUNA & DESIGN
ROLF C. HAGEN INC.	TMA184606	LIVING WORLD
ROLF C. HAGEN INC.	TMA202326	LIVING WORLD & DESIGN
ROLF C. HAGEN INC.	TMA900276	LIVING WORLD GREEN
ROLF C. HAGEN INC.	TMA286618	MARINA
ROLF C. HAGEN INC.	TMA873928	NO BAD ANYTHING
ROLF C. HAGEN INC.	TMA879717	NOURISH THE BODY. FUEL THE SPIRIT.
ROLF C. HAGEN INC.	TMA252758	NUTRAFIN
ROLF C. HAGEN INC.	TMA881346	NUTRIENCE
ROLF C. HAGEN INC.	TMA352947	NUTRIENCE & DESIGN
ROLF C. HAGEN INC.	TMA906944	NUTRIENCE GRAIN FREE
ROLF C. HAGEN INC.	TMA907918	NUTRIENCE NATURAL

OWNER	REGISTRATION NUMBER	TRADEMARK
ROLF C. HAGEN INC.	TMA907414	NUTRIENCE ORIGINAL
ROLF C. HAGEN INC.	TMA643176	NUTRIENCE SUPER PREMIUM & Design
ROLF C. HAGEN INC.	TMA962998	ODOR DEFENSE
ROLF C. HAGEN INC.	TMA599617	OPAL Design
ROLF C. HAGEN INC.	TMA706499	OVO Design
ROLF C. HAGEN INC.	TMA926651	PARROTT Design
ROLF C. HAGEN INC.	TMA599990	PEDI-PERCH & Design
ROLF C. HAGEN INC.	TMA615529	Pet CARGO & design
ROLF C. HAGEN INC.	TMA468097	PET/ANIMAUX S.O.X DESIGN
ROLF C. HAGEN INC.	TMA811632	PETCULTURE
ROLF C. HAGEN INC.	TMA382084	PRIME
ROLF C. HAGEN INC.	TMA877189	RIEN DE MAUVAIS
ROLF C. HAGEN INC.	TMA934346	SIMPLETEC
ROLF C. HAGEN INC.	TMA856939	SMARTSIFT
ROLF C. HAGEN INC.	TMA639713	STING RAY
ROLF C. HAGEN INC.	TMA938052	SUBZERO
ROLF C. HAGEN INC.	TMA927366	SUPER SPROUTS
ROLF C. HAGEN INC.	TMA878796	TERRA TOYS
ROLF C. HAGEN INC.	TMA965986	TROPICAN
ROLF C. HAGEN INC.	TMA552418	TROPI-MIX Design
ROLF C. HAGEN INC.	TMA373139	TROPIQUARIUM
ROLF C. HAGEN INC.	TMA926654	VESPER
ROLF C. HAGEN INC.	TMA641055	VISION
ROLF C. HAGEN INC.	TMA934358	VOYAGEUR
ROLF C. HAGEN INC.	TMA600463	Wee Wobblers & design
ROLF C. HAGEN INC.	TMA600323	WIZZO & design
ROLF C. HAGEN INC.	TMA599226	Wobblers design
ROLF C. HAGEN INC.	TMA948335	ZEUS
ROLF C. HAGEN INC.	TMA867085	ZOE
ROLF C. HAGEN INC.	TMA962997	ZOË PILL POPS
ROLF C. HAGEN INC.	TMA896726	ZOOTOPIA

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ROLF C. HAGEN INC.	1721516	AQUASKY
ROLF C. HAGEN INC.	1772350	BUTCHER'S BOWL
ROLF C. HAGEN INC.	1712280	CABIN CHEWS
ROLF C. HAGEN INC.	1736428	CABIN FILLETS
ROLF C. HAGEN INC.	1771671	CARNIVORE CRAZE
ROLF C. HAGEN INC.	1827074	CAT LOVE & Design

OWNER	APPLICATION NUMBER	TRADEMARK
ROLF C. HAGEN INC.	1827073	DISCOVER LIFE BELOW WATER
ROLF C. HAGEN INC.	1785314	FLUVAL EDGE
ROLF C. HAGEN INC.	1820378	H HAGEN GROUP & Design
ROLF C. HAGEN INC.	1700587	HARI
ROLF C. HAGEN INC.	1807574	HOME GUARD
ROLF C. HAGEN INC.	1722040	MAGIC BLUE
ROLF C. HAGEN INC.	1718748	NUTRIBOOST
ROLF C. HAGEN INC.	1807573	NUTRIENCE INFUSION
ROLF C. HAGEN INC.	1702174	NUTRIENCE RAW
ROLF C. HAGEN INC.	1807575	PRAIRIE RED
ROLF C. HAGEN INC.	1807576	QUICKDRY Design
ROLF C. HAGEN INC.	1699498	RED LEAF
ROLF C. HAGEN INC.	1709232	SPLIT'INS
ROLF C. HAGEN INC.	1705951	SQUEEZ-ON
ROLF C. HAGEN INC.	1697171	TREAT YOUR BETTER HALF
ROLF C. HAGEN INC.	1824723	TRUE NORTH
ROLF C. HAGEN INC.	1700588	ZOË
ROLF C. HAGEN INC.	1773754	ZOË DELIGHTFUL DUETS
ROLF C. HAGEN INC.	1773755	ZOË TEMPTING TRIOS

INTERNATIONAL TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/ JURISDICTION	TRADEMARK
ROLF C. HAGEN INC.	1728742	Australia	BUG BITES
ROLF C. HAGEN INC.	1321845	Australia	NUTRIENCE ICARE
ROLF C. HAGEN INC.	768970	Australia	NUTRIENCE
ROLF C. HAGEN INC.	363860	Australia	HAGEN H
ROLF C. HAGEN INC.	354193	Australia	NUTRAFIN
ROLF C. HAGEN INC.	1019783	Chile	HAGEN
ROLF C. HAGEN, INC.	859261	Chile	NUTRIENCE
ROLF C. HAGEN INC.	18473409	China	ZOË
ROLF C. HAGEN INC.	16760522	China	CATIT
ROLF C. HAGEN INC.	16760521	China	CATIT
ROLF C. HAGEN INC.	14615545	China	EXO TERRA
ROLF C. HAGEN INC.	9758447	China	FLUVAL
ROLF C. HAGEN INC.	9758446	China	FLUVAL
ROLF C. HAGEN INC.	9758445	China	FLUVAL

ROLF C. HAGEN INC.	9758444	China	FLUVAL
ROLF C. HAGEN INC.	9758443	China	FLUVAL
ROLF C. HAGEN INC.	439718	Colombia	HAGEN Design
ROLF C. HAGEN INC.	439719	Colombia	NUTRAFIN Design
ROLF C. HAGEN INC.	441325	Colombia	NUTRIENCE Design
ROLF C. HAGEN INC.	259807	Costa Rica	NUTRIENCE
ROLF C. HAGEN INC.	164647	Dominican Republic	NUTRIENCE
ROLF C. HAGEN INC.	15460314	Europe	ZOË
ROLF C. HAGEN INC.	13905931	Europe	MAGIC BLUE
ROLF C. HAGEN INC.	13904024	Europe	AQUASKY
ROLF C. HAGEN INC.	13521191	Europe	VESPER
ROLF C. HAGEN INC.	13449211	Europe	RED LEAF
ROLF C. HAGEN INC.	11715091	Europe	SIMPLETEC
ROLF C. HAGEN INC.	11690765	Europe	CLOUD9
ROLF C. HAGEN INC.	10974392	Europe	FLUVAL ACCENT
ROLF C. HAGEN INC.	10834588	Europe	SMARTSIFT
ROLF C. HAGEN INC.	10834562	Europe	LIVING WORLD GREEN
ROLF C. HAGEN INC.	10834554	Europe	CELLUPLUS
ROLF C. HAGEN INC.	9723727	Europe	ZOOTOPIA
ROLF C. HAGEN INC.	8568974	Europe	AquaCare
ROLF C. HAGEN INC.	8372351	Europe	NUTRIENCE ICARE
ROLF C. HAGEN INC.	2267474	Europe	HAGEN
ROLF C. HAGEN INC.	1136468	Germany	NUTRIENCE
ROLF C. HAGEN INC.	302791882	Hong Kong	NUTRIENCE
ROLF C. HAGEN INC.	1255310	India	NUTRIENCE
ROLF C. HAGEN INC.	401150712	South Korea	HAGEN
ROLF C. HAGEN INC.	401093331	South Korea	EXO TERRA
ROLF C. HAGEN INC.	401091464	South Korea	EXO TERRA
ROLF C. HAGEN INC.	401077992	South Korea	NUTRIENCE
ROLF C. HAGEN INC.	400027591	South Korea	HAGEN
ROLF C. HAGEN INC.	1152874	International	HAGEN
ROLF C. HAGEN INC.	1375361	Italy	NUTRAFIN
ROLF C. HAGEN INC.	5797090	Japan	CATIT
ROLF C. HAGEN INC.	5393747	Japan	FLUVAL
ROLF C. HAGEN INC.	5441700	Japan	EXO TERRA
ROLF C. HAGEN INC.	4141882	Japan	TROPICAN
ROLF C. HAGEN INC.	3333193	Japan	LIVING WORLD
ROLF C. HAGEN INC.	2261214	Japan	NUTRIENCE
ROLF C. HAGEN INC.	1543963	Japan	NUTRAFIN
ROLF C. HAGEN INC.	310260	Mexico	NUTRA FIN
ROLF C. HAGEN INC.	271964	Mexico	HAGEN
ROLF C. HAGEN INC.	271965	Mexico	HAGEN

ROLF C. HAGEN INC.	1035826	New Zealand	NUTRIENCE
ROLF C. HAGEN INC.	185701	New Zealand	H HAGEN
ROLF C. HAGEN INC.	110505	Norway	NUTRAFIN
ROLF C. HAGEN INC.	23740201	Panama	NUTRIENCE
ROLF C. HAGEN INC.	399798	Paraguay	HAGEN
ROLF C. HAGEN INC.	191223	Peru	NUTRIENCE
ROLF C. HAGEN INC.	00006441	Peru	NUTRAFIN
ROLF C. HAGEN INC.	4001408	Philippines	NUTRIENCE
ROLF C. HAGEN INC.	1152874	Russia	HAGEN
ROLF C. HAGEN INC.	603658	Russia	NUTRIENCE
ROLF C. HAGEN INC.	1818848	Taiwan	he gen
ROLF C. HAGEN INC.	1819415	Taiwan	he gen
ROLF C. HAGEN INC.	1818893	Taiwan	he gen
ROLF C. HAGEN INC.	1688058	Taiwan	NUTRIENCE
ROLF C. HAGEN INC.	540442	Taiwan	TRAKT
ROLF C. HAGEN INC.	173517	Taiwan	H HAGEN
ROLF C. HAGEN INC.	170208	Taiwan	H HAGEN
ROLF C. HAGEN INC.	159338	Taiwan	NUTRA FIN
ROLF C. HAGEN INC.	1152874	Turkey	HAGEN
ROLF C. HAGEN INC.	1152874	Ukraine	HAGEN
ROLF C. HAGEN INC.	2554125	United Kingdom	AquaCare
ROLF C. HAGEN INC.	1445712	United Kingdom	MARINA
ROLF C. HAGEN INC.	1445713	United Kingdom	MARINA
ROLF C. HAGEN INC.	B1249083	United Kingdom	H
ROLF C. HAGEN INC.	B1244957	United Kingdom	MARINA
ROLF C. HAGEN INC.	397960	Uruguay	NUTRIENCE
ROLF C. HAGEN INC.	2008-021354	Venezuela	NUTRIENCE

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/ JURISDICTION	TRADEMARK
ROLF C. HAGEN INC.	20732370	China	NUTRIENCE
ROLF C. HAGEN INC.	16760520	China	CATIT
ROLF C. HAGEN INC.	● ¹	China	HAGEN
ROLF C. HAGEN INC.	10123381	Colombia	NUTRIENCE Design
ROLF C. HAGEN INC.	2017-4485	Dominican Republic	NUTRIENCE
ROLF C. HAGEN INC.	2016-9400	Ecuador	NUTRIENCE
ROLF C. HAGEN INC.	16385767	Europe	catit
ROLF C. HAGEN INC.	16304966	Europe	H HAGEN GROUP
ROLF C. HAGEN INC.	14732572	Europe	BUG BITES

¹ Application number unavailable, filed March 28, 2017.

ROLF C. HAGEN INC.	291781	Israel	NUTRIENCE
ROLF C. HAGEN INC.	2013061924	Malaysia	NUTRIENCE
ROLF C. HAGEN INC.	1859554	Mexico	ZOE design
ROLF C. HAGEN INC.	1859550	Mexico	CATIT Design
ROLF C. HAGEN INC.	1859551	Mexico	CATIT Design
ROLF C. HAGEN INC.	237402	Panama	NUTRIENCE
ROLF C. HAGEN INC.	1521522	Paraguay	HAGEN Y ETIQUETA
ROLF C. HAGEN INC.	531355-2013	Peru	NUTRAFIN
ROLF C. HAGEN INC.	40201702138Q	Singapore	NUTRIENCE
ROLF C. HAGEN INC.	106006341	Taiwan	ZOË
ROLF C. HAGEN INC.	1028121	Thailand	NUTRIENCE
ROLF C. HAGEN INC.	450799	Uruguay	HAGEN

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.