

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALDINE SBIC FUND, L.P.		12/17/2014	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	K&H MANUFACTURING, LLC		
Street Address:	2520 AVIATION WAY, STE G		
City:	COLORADO SPRINGS		
State/Country:	COLORADO		
Postal Code:	80916		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	RAY ALLEN MANUFACTURING, LLC		
Street Address:	975 Ford Street		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80915		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2115039	THERMO-BED	
Registration Number:	2056753	LECTRO-KENNEL	
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>			
Email:	sid.bose@icemiller.com		
Correspondent Name:	Siddharth Bose, Ice Miller LLP		
Address Line 1:	One American Square, Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
ATTORNEY DOCKET NUMBER:	27206.0003		
NAME OF SUBMITTER:	Siddharth Bose		

CH \$65.00 2115039

SIGNATURE:	/sb/
DATE SIGNED:	06/28/2017
Total Attachments: 6 source=Aldine#page1.tif source=Aldine#page2.tif source=Aldine#page3.tif source=Aldine#page4.tif source=Aldine#page5.tif source=Aldine#page6.tif	

December 17, 2014

KTPS Holdings, LLC
and the other Borrowers referred to below
c/o Benford Capital Partners, LLC
One North Franklin Street, Suite 2750
Chicago, Illinois 60606
Attn: Edward H. Benford

Re: Payoff of Senior Subordinated Note of KTPS Holdings, LLC, et al.

Ladies and Gentlemen:

Reference is made to (i) that certain Senior Subordinated Loan Agreement dated as of March 31, 2011, as amended to date (the "*Senior Subordinated Loan Agreement*"), by and among by and among KTPS Holdings, LLC ("*Holdings*"), Ray Allen Manufacturing, LLC ("*Ray Allen*"), Signature K-9 Acquisition, LLC ("*K-9*"), K&H Manufacturing, LLC ("*K&H*") and KTPS Real Estate Holdings, LLC ("*KTPS Real Estate*"), as borrowers and debtors (each, a "*Borrower*" and, jointly and severally, "*Borrowers*"), and Aldine SBIC Fund, L.P., a Delaware limited partnership ("*Lender*"), (ii) the Senior Subordinated Note (as defined in the Senior Subordinated Loan Agreement) in favor of Lender, (iii) the unit membership interests issued to Lender pursuant to Section 2.8 of the Senior Subordinated Loan Agreement and (iv) all other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, as amended and otherwise modified to date, together with the Senior Subordinated Loan Agreement and the Senior Subordinated Note, collectively, the "*Operative Documents*"). We understand that, on the Payoff Date (as hereinafter defined), (i) the Borrowers will repay in full all of the obligations (the "*Existing Obligations*") of the Borrowers to Lender under the Operative Documents, except as set forth herein, and (ii) Holdings will purchase all of the Units from Lender. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them, respectively, in the Operative Documents.

I. This letter agreement (this "*Agreement*") confirms that, upon receipt by Lender (and in the case of fees and expenses of counsel, receipt by its counsel), no later than 12:00 noon, Chicago, Illinois time, on December 17, 2014 (the "*Payoff Date*"), of wire transfers of immediately available funds in the aggregate amount of [REDACTED] (the "*Payout Amount*"), consisting of (and allocable between the Senior Subordinated Note and the Units as follows):

(a) [REDACTED] in respect of unpaid principal outstanding under the Senior Subordinated Note;

(b) ██████ in respect of accrued and unpaid interest on such unpaid principal amount;

(c) ██████ in respect of the Units; and

(d) ██████ in respect of fees and expenses of its counsel;

all of the Existing Obligations will be deemed to have been paid in full and all security interests and liens held by Lender securing the Existing Obligations will terminate and be released without the necessity of any further action by Lender or the Borrowers, all of the Units will be deemed purchased by Holdings, and the Borrowers shall have no further obligations, debts or liabilities to Lender under the Operative Documents, each of which will terminate without the necessity of any further action by Lender or the Borrowers; *provided, however*, that (i) any indemnification obligations of the Borrowers under the Operative Documents that by their terms survive the repayment of the Existing Obligations shall remain in full force and effect, and (ii) Holdings shall, as promptly as practicable (but no later than April 1, 2015), distribute to Lender an amount of cash in accordance with Section 5.4(a) of the Operating Agreement on account of the taxable income allocable to Lender as the owner of the Units through and including the Payoff Date. If payment of the Payout Amount is to be made after the Payoff Date, additional interest shall be due at a per diem rate of \$ 500.00 and the Payout Amount shall be increased accordingly.

2. Please transfer the Payout Amount, by separate wire transfers of immediately available funds on the Payoff Date to the account set forth on Exhibit A.

3. Effective upon receipt by Lender of the Payout Amount, (a) Lender shall execute and deliver to Holdings or to Holdings' designee, any lien releases, mortgage releases, discharges of security interests, and other similar discharge or release documents (in recordable form if applicable) as are necessary to effectuate the termination and release of the security interests and liens securing the Existing Obligations; and (b) Lender authorizes each Borrower or its designee to prepare and file any UCC termination statements with respect to any and all UCC financing statements previously filed by Lender with respect to the Existing Obligations.

4. Lender shall, promptly after receipt of the Payout Amount, (a) return to the Holdings the originals of any and all promissory notes issued by the Borrowers in connection with the Operative Documents, duly marked "paid in full" or "cancelled", and (b) deliver to Holdings or its designee any and all stock certificates and stock powers, pledged promissory notes, and other negotiable collateral which are in Lender's possession (if any) as collateral for the Existing Obligations. Lender shall execute and deliver to Holdings or its designee such additional documents and shall provide such additional information as any Borrower or its designee may reasonably request to carry out the terms of this Agreement.

5. Each Borrower acknowledges that the amounts comprising the Payout Amount are enforceable obligations of such Borrower owed to Lender pursuant to the terms of the Operative Documents and confirms its agreement to the terms hereof by returning to Lender a signed counterpart of this Agreement.

6. Each Borrower hereby releases, discharges and acquits Lender, its officers, directors, agents and employees and its and their respective successors and assigns, from all obligations under the Operative Documents to any Borrower and its successors and assigns and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that any Borrower at any time had or presently has against Lender, its officers, directors, agents and employees and its and their respective successors and assigns.

7. Notwithstanding anything to the contrary contained herein, the Borrowers are not released from, and each hereby ratifies and confirms its continuing liability to the Lender for the payment and satisfaction in full of the following (collectively, the "*Continuing Obligations*"): (a) all obligations of the Borrowers to Lender hereunder, including without limitation, the obligations described in paragraph 8 hereof; (b) interest (at the interest rate provided for in the Operative Documents as in effect immediately prior to the effectiveness hereof) upon all amounts owed to the Lender in respect of the Continuing Obligations, which interest shall accrue from the date on which each such amount is due under the terms of the Operative Documents as in effect immediately prior to the effectiveness hereof, until the Lender has received full and final payment thereof in immediately available funds; and (c) all indemnification obligations and other obligations in favor of Lender that, pursuant to the terms of the Operative Documents as in effect immediately prior to the effectiveness hereof, survive the termination thereof. Without limiting the generality of the foregoing, the Borrowers will not amend or permit an amendment of any of the Operative Documents in any manner that would have an adverse effect on Lender without the written consent of Lender.

8. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Lender or any other party named herein from or for the account of any Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by such Person, whether in any bankruptcy, reorganization, administration, administrative receivership, receivership, insolvency or similar proceeding in any jurisdiction involving any Borrower or otherwise, the indebtedness intended to be repaid hereby shall be reinstated (without any further action by any party) and shall be enforceable against each Borrower and its successors and assigns. In such event, each Borrower shall be and remain liable to such party for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such party.

9. In receiving the Payoff Amount, Lender recognizes that the Borrowers are relying on the truth and correctness (both on the date hereof and on the Pay-Off Date) of the following statements of Lender: (a) that Lender has the full legal

right, power and authority to agree on the Payoff Amount; (b) that Lender has the full legal right, power and authority to enter into and consummate the transaction contemplated by this Agreement; and (c) that Lender has good title to, and is the sole owner of record and beneficially of, the Units, free and clear of any and all options, pledges, charges, rights offset refusal or first offer, transfer restrictions, claims, liens, security interests and other encumbrances of every kind and nature whatsoever, whether arising by agreement, operation of law or otherwise (other than those set forth in the Operating Agreement).

10. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic mail also shall deliver an original executed counterpart, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

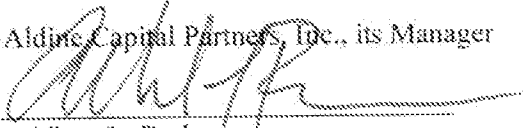
11. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This is the entire agreement between the parties with respect to the subject matter hereof.

[Signature page follows]

Very truly yours,

ALDINE SBIC FUND L.P.

By: Aldine SBIC Partners, LLC, its General Partner

By:  Aldine Capital Partners, Inc., its Manager

By: _____
Name: Albert L. Brahmi
Title: Vice President

Agreed to by the undersigned:

KTPS HOLDINGS, LLC

By: _____
Edward H. Benford, Vice President

RAY ALLEN MANUFACTURING, LLC

By: _____
Edward H. Benford, Vice President

SIGNATURE K-9 ACQUISITION, LLC

By: _____
Edward H. Benford, Vice President

K&H MANUFACTURING, LLC

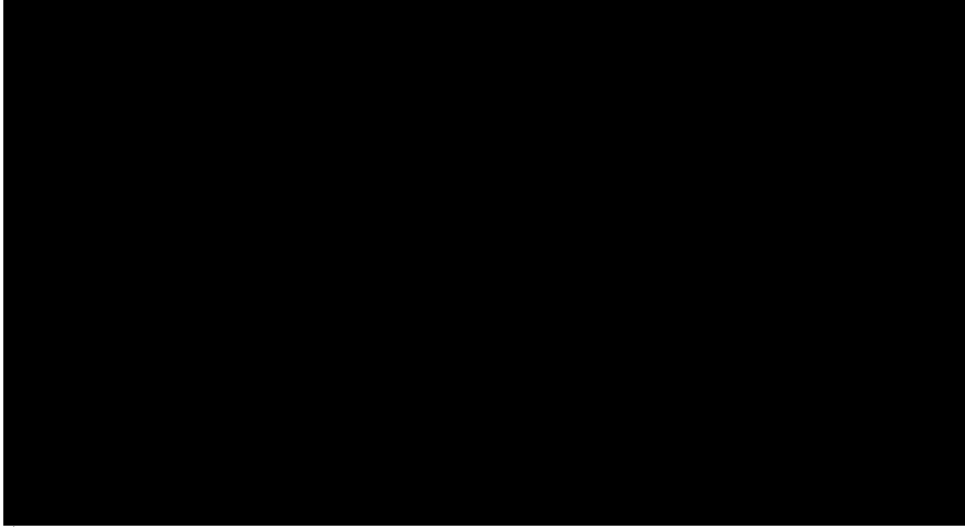
By: _____
Edward H. Benford, Vice President

**KTPS REAL ESTATE HOLDINGS,
LLC**

By: _____
Edward H. Benford, Vice President

EXHIBIT A

PAYOUT AMOUNT PAYMENT INSTRUCTIONS



Counsel to Lender

