

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mission Pets, Inc.		07/12/2017	Corporation:
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2424818	HARRY BARKER	
Registration Number:	3828743	HOUSE OF BARKER	
Registration Number:	4156676	HARRY BARKER	
Registration Number:	4214398	SIMPLYSHE	
Registration Number:	4517924	SIMPLYSHE	
Serial Number:	87331949	MISSION PETS	
CORRESPONDENCE DATA			
Fax Number:	3122672189		
<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>			
Phone:	3126063246		
Email:	akhatri@hmlaw.com		
Correspondent Name:	Ati P. Khatri		
Address Line 1:	500 West Madison Street, Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	President of Mission Pets, Inc.		
SIGNATURE:	/s/ Carmine Petruzello		
DATE SIGNED:	07/24/2017		
Total Attachments: 18			

OP \$165.00 2424818

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is made as of July 12, 2017, between Mission Pets, Inc., a Delaware corporation ("**Grantor**"), and The PrivateBank and Trust Company ("**Secured Party**").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's Obligations under the Loan Agreement, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "**Collateral**" for purposes of this Agreement):

(a) Any and all copyrights, whether registered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, 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 thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(c) 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, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, 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 thereof or any other country or any political subdivision thereof, and reissues,

extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks,

Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(e) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(f) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances; Attorney in Fact. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's reasonable discretion, to take any action and to execute any instrument which Secured Party may reasonably deem necessary or advisable in order to file this Agreement and any amendments hereto with the United States Patent and Trademark Office and/or the United States Copyright Office for the purposes of perfecting the security interest granted to Secured Party hereunder.

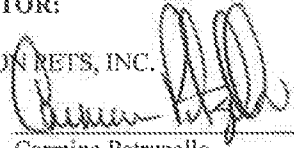
4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

MISSION RETS, INC.

By: 
Name: Carmine Petruzello
Title: President

Address for Notices:

149 New Montgomery Street, 4th Floor
San Francisco, CA 94105
Attn: Jan Hanson

SECURED PARTY:

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

Address for Notices:

The PrivateBank and Trust Company
120 S. LaSalle Street
Chicago, IL 60603
Attn: Susan Lantz

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

MISSION PETS, INC.


By: _____
Name: Carmine Petruzello
Title: President

Address for Notices:

149 New Montgomery Street, 4th Floor
San Francisco, CA 94105
Attn: Jan Hanson

SECURED PARTY:

THE PRIVATEBANK AND TRUST COMPANY

By:  _____
Name: Tom Hunt
Title: Managing Director

Address for Notices:

The PrivateBank and Trust Company
120 S. LaSalle Street
Chicago, IL 60603
Attn: Susan Lanz

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Full Title	Copyright Number	Date
100% LOVED BY EVERYONE.	VA0001746253	2010
AKUII TANK.	VA0001759785	2009
ALL AMERICAN CUTE DRESS for dog.	VA0001766028	2011
ALL AMERICAN DOG BAGLAN TANK for dog.	VA0001766025	2011
ALPHA DOG.	VA0001746237	2010
ALVIN TANK.	VA0001759279	2009
Anansi Tank.	VA0001759784	2009
Are you my boyfriend?	TX0006598446	2002
ASHTON TANK.	VA0001816291	2009
ASTOR TANK.	VA0001816278	2009
ASTRIPE POLO SPORT SHIRT for dog.	VA0001770266	2011
ATTENTION TEE for dog.	VA0001766018	2011
Avalanche Dress.	VA0001816261	2009
BAD BOY.	VA0001746282	2010
BAG TO THE BONE TEE FOR DOG.	VA0001746554	2010
Beige sweater with heart buttons for dog.	VAu001059835	2011
BETH DRESS FOR DOG.	VA0001758869	2009
BIKER BABE JACKET for dog.	VA0001807513	2011
BIKER DUDE JACKET for dog.	VA0001807607	2011
BIKER DUDE JACKET FOR DOG.	VA0001737997	2010
BITE ME HOODIE FOR DOG.	VA0001741032	2010
BLACK AND PURPLE BONE STRIPE SWEATER FOR DOG.	VA0001741993	2010
BLACK AND TAN STRIPE SWEATER for dog.	VA0001797084	2011
BLACK BOW NECKLACE DRESS for dog.	VA0001807755	2011
BLACK CABLE SWEATER for dog.	VA0001797083	2011
BLACK PINK BOW SWEATER for dog.	VA0001807489	2011
Black Skeleton Hoodie for dog.	VA0001796467	2011
BLACK SKELETON TSHIRT for dog.	VA0001807454	2011
Black Skull and Cross Bone Hoodie for dog.	VAu001059939	2011
BLACK SKULL DOY DRESS for dog.	VA0001796407	2011
BLACK SKULL DRESS for dog.	VA0001807509	2011
BLACK SKULL DRESS for dog.	VA0001807858	2011
BLACK SMILEY PUMPKIN DRESS for dog.	VA0001796414	2011
Black Stripe Skull sweater for dog.	VAu001059834	2011

Black Striped Skull Sweater for dog.	VA0001796812	2011
BLACK STUD SKULL HOODIE for dog.	VA0001796408	2011
BLACK TOSSED SKULLS FLEECE JACKET for dog.	VA0001807514	2011
BLACK VELVET DRESS.	VA0001759783	2008
Black vest with stripes for dog.	VAu001059826	2011
Black White Dot Dress for dog.	VA0001778273	2010
BLACK WHITE FLOWER DRESS FOR DOG.	VA0001746364	2010
Black, White, Orange Striped Skull Sweater for dog.	VAu001078291	2011
BLK/WHI STRIPE TIME TO ROCK HOODIE.	VA0001815718	2010
BLUE BONE HOODIE for dog.	VA0001797088	2011
BLUE CIRCLE BONE PRINT TANK TOP FOR DOG.	VA0001738021	2010
BLUE FLOWER DRESS FOR DOG.	VA0001746287	2010
BLUE ORANGE WIDGE SWEATER FOR DOG.	VA0001742315	2010
Blue Skull Hoodie for dog.	VAu001059829	2011
BLUE SKULL STARZ FLEECE JACKET for dog.	VA0001807602	2011
BLUE V STRIP PUFFER JACKET FOR DOG.	VA0001746655	2010
BONE CLW TANK for dog.	VA0001766013	2009
BONE FLEECE JACKET for dog.	VA0001770311	2010
BONE HEAD HOODIE FOR DOG.	VA0001741031	2010
BONE HEAD TEE for dog.	VA0001807838	2011
BONE PAW FOOTBALL TEE FOR DOG.	VA0001741772	2009
BOG KITTY TANK.	VA0001807442	2011
BOY BONE STRIPE SWEATER WITH POCKET FOR DOG.	VA0001746653	2010
BOY T-SHIRT FOR DOG.	VA0001740743	2010
BOYS RULE HOODIE FOR DOG.	VA0001746657	2010
BOYS RULE TEE for dog.	VA0001766009	2011
Brown and multi color dot hoodie for dog.	VAu001059825	2011
Brown Bone pattern jacket for dog.	VAu001059937	2011
Brown bone pattern sweater for dog.	VAu001059830	2011
BROWN BUFFALO CHECK PUFFER for dog.	VA0001796790	2011
BROWN DOT FLEECE JACKET for dog.	VA0001796811	2011
BROWN DOT PINK FUR JACKET for dog.	VA0001770327	2010
BROWN PINK HEARTS PUFFER for dog.	VA0001796464	2011
BROWN PINK STRIPE SWEATER for dog.	VA0001797075	2011
Brown plaid jacket for dog.	VAu001059936	2011
Cable Sweater for dog.	VA0001778249	2010
Camo Fleece Jacket for dog.	VA0001770366	2010
CAMO FLEECE JACKET FOR DOG.	VA0001741870	2009
Camo Hoodie for dog.	VA0001766012	2009
CAMO PEACE SIGN SWEATER FOR DOG.	VA0001741900	2010
CAMO PRINT JACKET for dog.	VA0001807604	2011
CAMO SKULL JACKET for dog.	VA0001807444	2011
CANDY CANE DRESS for dog.	VA0001796478	2011
CANDY CANE PRINT DRESS for dog.	VA0001807498	2011
CANDY CORN DRESS for dog.	VA0001807506	2011
CANDY CORN DRESS FOR DOG.	VA0001746423	2010
CANDY HEART DRESS FOR DOG.	VA0001746644	2010
CANDY HEARTS DRESS for dog.	VA0001807596	2011
CANDY HEARTS PRINT DRESS for dog.	VA0001796431	2011
CAPTAIN CUTIE TANK TOP FOR DOG.	VA0001738115	2010

Cat Cross Rune sweater.	VA0001059831	2011
Cat Skull Sweater for cats.	VA0001795472	2011
CHARCOAL AND ORANGE BONE STRIPE SWEATER FOR DOG.	VA0001742009	2010
CHARCOAL PLAID JACKET for dog.	VA0001770284	2010
CHERRY TWO PIECE SET FOR DOG.	VA0001741997	2010
COOL OR BLOCK FLEECE Jacket for dog.	VA0001770303	2010
COOL DUDE TSHIRT for dog.	VA0001807815	2011
COOL TANK FOR DOG.	VA0001815264	2008
COUNT BARKULA CAPE FOR DOG.	VA0001741221	2010
Crown Puffer Jacket for dog.	VA0001770365	2010
CROWNED MISS INDEPENDENT DRESS FOR DOG.	VA0001745363	2010
CUTEST LITTLE PRINCESS.	VA0001746234	2010
CUTIE CLUB HOODIE DRESS FOR DOG.	VA0001738003	2010
CUTIE GIRLS ONLY CLUB TANK FOR DOG.	VA0001746671	2010
CUTIE DIE HOODIE FOR DOG.	VA0001742109	2010
DENIM TIE PATCHES DRESS FOR DOG.	VA0001815296	2009
DEVIL DOG TSHIRT for dog.	VA0001807450	2011
Digger All Stars Tee for dog.	VA0001766021	2011
DIGITAL CAMO SKULL JACKET FOR DOG.	VA0001740763	2010
DOG BRAND HOODIE for dog.	VA0001765014	2009
DOG CLOTH SIZING HANGTAG.	VA0001742150	2009
DOG SQUAD CAMO TRUNK SET FOR DOG.	VA0001746220	2010
DOT DRESS for dog.	VA0001770302	2010
Dot Fleece Jacket for dog.	VA0001770328	2010
Dot Hoodie for dog.	VA0001770269	2011
Dot Puffer Jacket for dog.	VA0001770364	2010
Dot Sweater for dog.	VA0001770360	2010
Dot Tie Shoulder Pleat Dress for dog.	VA0001770250	2011
DOT WITH BONE FLEECE JACKET for dog.	VA0001797094	2011
DRAMA QUEEN DRESS FOR DOG.	VA0001746367	2010
DRAMA QUEEN FOR DOG.	VA0001741268	2010
ELF CHARACTER TANK for dog.	VA0001766039	2011
ELF SIZED TEE FOR DOG.	VA0001750489	2008
EYE PATCH SKULL SWEATER for dog.	VA0001807443	2011
FABULOUS DRESS FOR DOG.	VA0001745370	2010
FABULOUS TANK FOR DOG.	VA0001742017	2010
FAIR ISLE SWEATER for dog.	VA0001796818	2011
FALALA DRESS FOR DOG.	VA0001740760	2010
FANG-TASTIC TEE.	VA0001758941	2009
FASHION FOREVER DRESS FOR DOG.	VA0001750465	2009
Faux Fur hoodie for dog.	VA0001059837	2011
FETCHIN TANK TOP FOR DOG.	VA0001738028	2010
FIRE HYDRANT SWEATER for dog.	VA0001807582	2011
FLAG CAPE FOR DOG.	VA0001746362	2010
FLORAL TANK TOP FOR DOG.	VA0001738032	2010
FOOTBALL HERO TEE for dog.	VA0001807847	2011
FOOTBALL SWEATER for dog.	VA0001807589	2011
FUZZY HEARTS SWEATER FOR DOG.	VA0001738008	2010
GHOST DRESS FOR DOG.	VA0001740066	2010
GHOST FACE BLOUSEON DRESS FOR DOG.	VA0001740949	2010

GHOST SWEATER FOR DOG.	VA0001740962	2010
GIRL BONE STRIPE SWEATER WITH POCKET FOR DOGS.	VA0001746654	2010
GIRL T-SHIRT FOR DOG.	VA0001740746	2010
GIRL V NECKER JACKET FOR DOG.	VA0001746673	2010
GIRL WOOL JACKET FOR DOG.	VA0001746652	2010
GIRLS RULE.	VA0001746228	2010
GLAMOUR 2 THE BONE HOODIE DRESS FOR DOG.	VA0001816310	2009
GLAMOUR ACADEMY HOODIE FOR DOG.	VA0001815762	2008
GLITTER PUMPKIN DRESS FOR DOG.	VA0001740759	2010
GOLD CROWN PINK JACKET FOR DOG.	VA0001738006	2010
GOLD RUFFLE SWEATER for dog.	VA0001797095	2011
IGONE BATTY.	VA0001758867	2009
IGOOD DOGS SWEATER for dog.	VA0001766037	2011
IGood Kitty Sweater.	VAu001060373	2011
IGREEN & GREY SKULL FLEECE JACKET for dog.	VA0001807448	2011
IGREEN & WHITE SKULL PRINT JACKET for dog.	VA0001807606	2011
IGREEN FLOWER SUNDRESS FOR DOG.	VA0001746414	2010
IGREEN PEACE FLEECE JACKET for dog.	VA0001797058	2011
IGreen Peace Hoodie for dog.	VAu001059823	2011
IGREEN SNOWMAN SWEATER for dog.	VA0001766036	2011
IGREEN WHITE HEART RUFFLE DRESS FOR DOG.	VA0001742329	2010
IGrey Jacket with stripe for dog.	VAu001059836	2011
IGrey Stripe Skull Jacket for dog.	VA0001770317	2010
IHANDSOME DEVIL.	VA0001758937	2009
IHANDSOME DEVIL SHIRT for dog.	VA0001807451	2011
IHEART ARGYLE SWEATER for dog.	VA0001797074	2011
IHEART PRINT DRESS FOR DOG.	VA0001746167	2010
IHEART PRINT DRESS FOR DOG.	VA0001746171	2010
IHEART PRINT FLEECE JACKET for dog.	VA0001797059	2011
IHEART PRINT HOODIE FOR DOG.	VA0001742327	2010
IHEART THROB HOODIE for dog.	VA0001796793	2011
IHOHOHO DRESS FOR DOG.	VA0001741875	2009
IHOLIDAY ARGYLE AND CABLE SWEATER for dog.	VA0001796385	2011
IHOODED CAMO FLEECE JACKET for dog.	VA0001807603	2011
IHUGS AND KISSES.	VA0001746636	2010
IHUGS AND KISSES HOODIE for dog.	VA0001797069	2011
IHEART ME DRESS FOR DOG.	VA0001742052	2010
IHEART SANTA DRESS for dog.	VA0001797092	2011
IHEART USA SHIRT SET FOR DOG.	VA0001746358	2010
IKNOW I'M FABULOUS DRESS for dog.	VA0001807726	2011
IKOON JACQUARD HOLIDAY SWEATER for dog.	VA0001807866	2011
IM THE BOSS YEE FOR DOG.	VA0001746365	2010
IM USED TO THE ATTENTION TANK FOR DOG.	VA0001746663	2010
IJacket for dog.	VA0001770359	2010
IJacketlike sweater for dog.	VAu001059953	2011
IJust chill dawg.	VA0001741203	2010
IK3 CAPTAIN shirt for dog.	VA0001766015	2009
IADIES MAN.	VA0001746635	2010
IADIES MAN TEE for dog.	VA0001796452	2011
ILEOPARD PRINT DRESS for dog.	VA0001796484	2011

LEOPARD PRINT HOODIE FOR DOG.	VA0001741873	2009
LEOPARD PRINT JACKET for dog.	VA0001807609	2011
LET FREEDOM BARK TANK FOR DOG.	VA0001746381	2010
LIL MONSTER MOHAWK HOODIE FOR DOG.	VA0001741035	2010
LIL MONSTER TEE for dog.	VA0001807457	2011
LIL PUMPKIN DRESS DRESS FOR DOG.	VA0001758701	2009
LIL WITCH DRESS for dog.	VA0001818175	2011
LIL MONSTER HOODIE FOR DOG.	VA0001740946	2010
LITTLE ELF HOODIE for dog.	VA0001766031	2011
LITTLE CUPCAKE TANK FOR DOG.	VA0001741524	2010
LITTLE DEVIL CHARACTER HOODIE FOR DOG.	VA0001740953	2010
Little Elf Hoodie for dog.	VA0001796487	2011
LITTLE MONSTER TSHIRT for dog.	VA0001810281	2011
LITTLE MR. BIG TANK FOR DOG.	VA0001746666	2010
LITTLE SUNSHINE YELLOW DOY HOODIE FOR DOG.	VA0001742110	2010
Love me.	VA0001055813	2011
LOVER BOY HOODIE for dog.	VA0001796439	2011
LOVERBOY.	VA0001746633	2010
MAJOR CUTIE CLUB HOODIE FOR DOG.	VA0001815758	2008
Major Dog.	VA0001058705	2011
MESH JERSEY BONE TANK FOR DOG.	VA0001748198	2010
MOHAWK BLACK SKULL HOODIE FOR DOG.	VA0001815716	2009
MONKEY'S TOUGH GUY.	VA0001746235	2010
MR. INDEPENDENT TANK FOR DOG.	VA0001746360	2010
MR. INDEPENDENT TANK SET for dog.	VA0001766026	2011
Multi color strip sweater for dog.	VA0001059827	2011
MULTI COLOR STRIPED BONE SWEATER for dog.	VA0001797090	2011
MULTI COLOR STRIPED BONE SWEATER FOR DOG.	VA0001740950	2010
MULTI STRIPE BONE SWEATER for dog.	VA0001807587	2011
MULTI STRIPE BOY SWEATER for dog.	VA0001796789	2011
MULTI STRIPE GIRL SWEATER for dog.	VA0001796788	2011
Multicolor Flower Collar.	VA0001837240	2010
Multicolor Flower Leash.	VA0001837432	2010
MULTISTRIPE BONE SWEATER for dog.	VA0001807595	2011
MUMMY'S CUTIE TSHIRT for dog.	VA0001810282	2011
MUZY MACHO.	VA0001758696	2008
NATURAL BORN CUTIE TEE FOR DOG.	VA0001746664	2010
NAVY ANCHOR EMBLEM PLEAT DRESS FOR DOG.	VA0001721317	2010
NAVY ANCHOR PINK ONE TIE DRESS FOR DOG.	VA0001746206	2010
NAVY AND WHITE STRIPE ANCHOR TANK FOR DOG.	VA0001721316	2010
Navy And White Stripe Anchor Tank For Dogs.	VA0001777531	2010
NAVY CIRCLE BONE PRINT TANK FOR DOG.	VA0001746166	2010
NAVY FETCH RAGLAN TANK TOP FOR DOGS.	VA0001738018	2010
NAVY STRIPE SWEATER FOR DOG.	VA0001741830	2010
[No title on deposit]	VA0001056133	2011
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[No title on deposit]	VAG001741213	2010
[No title on deposit]	VAG001741218	2010
[No title on deposit]	VAG001763671	2009
NOTORIOUS D.O.G. TANK FOR DOG.	VAG001816267	2008
OLIVE AND OATMEAL BONE STRIPE SWEATER FOR DOG.	VAG001741991	2010
OLIVE GRAY SKULL SWEATER FOR DOG.	VAG001740741	2010
OLIVE SKULL TEE for dog.	VAG001766010	2011

OLIVE SKULL SKULL TEE for dog.	VA0001807836	2011
ONE OF A KIND HOODIE for dog.	VA0001796389	2011
Orange And Brown Skull Pattern Hoodie for dog.	VA0001059940	2011
ORANGE BLACK LIL' MONSTER HOODIE for dog.	VA0001796539	2011
ORANGE BLACK STRIPE BONE SWEATER for dog.	VA0001770280	2010
ORANGE CHEVRON TANK FOR DOG.	VA0001746651	2010
ORANGE MULTI STRIPE BONE SWEATER for dog.	VA0001807365	2011
ORANGE PEACE SHIRT SET FOR DOG.	VA0001747326	2010
PEACE SIGN TEE FOR DOG.	VA0001741827	2009
PEACE SKULL FLEECE JACKET for dog.	VA0001807579	2011
Photo and design detail of work.	VA0001746426	2010
Photo and design detail of work.	VA0001746427	2010
Photo and design details.	VA0001796786	2011
Photo and design details of work.	VA0001741509	2010
Photo and design details of work.	VA0001741590	2010
Photo and design details of work.	VA0001746445	2010
Photo and design details of work.	VA0001746416	2010
Photo and design details of work.	VA0001746417	2010
Photo and design details of work.	VA0001746418	2010
Photo and design details of work.	VA0001746419	2010
Photo and design details of work.	VA0001746420	2010
Photo and design details of work.	VA0001746421	2010
Photo and design details of work.	VA0001746425	2010
Photo and design details of work.	VA0001746428	2010
Photo and design details of work.	VA0001746429	2010
Photo and design details of work.	VA0001746430	2010
Photo and design details of work.	VA0001746433	2010
Photo and design details of work.	VA0001746436	2010
Photo and design details of work.	VA0001746449	2010
Photo and design details of work.	VA0001746451	2010
Photo and design details of work.	VA0001746453	2010
PINK & ORANGE SKULL FLEECE JACKET for dog.	VA0001807516	2011
PINK BLACK PLAID DRESS FOR DOG.	VA0001746366	2010
PINK BONE FUR TRIM JACKET for dog.	VA0001796540	2011
PINK BONE HOODIE for dog.	VA0001797687	2011
Pink Bouncing Flower Collar.	VA0001837417	2008
PINK BOW SWEATER for dog.	VA0001807601	2011
Pink brown bone sweater for dog.	VA0001059828	2011
PINK CABLE SWEATER for dog.	VA0001797085	2011
PINK CAMO PRINT JACKET for dog.	VA0001807608	2011
PINK CROWN PLAID HOODIE for dog.	VA0001770388	2010
PINK DOT FLEECE JACKET for dog.	VA0001796390	2011
PINK DOT PUFFER JACKET for dog.	VA0001796384	2011
PINK FLORAL PRINT RUFFLE DRESS FOR DOG.	VA0001741740	2010
PINK FLORAL SWIMSUIT FOR DOG.	VA0001737986	2010
PINK GINGHAM DRESS FOR DOG.	VA0001742030	2010
Pink heart argyle SW. 1 no. SP54.	VA0001759776	2009
Pink Heart Center Daisy Adjustable Harness.	VA0001837601	2010
Pink Heart Center Daisy Leash.	VA0001837643	2009
Pink Heart Centered Daisy Collar.	VA0001836997	2010

PINK HEART HOODIE WITH SKIRT for dog.	VA0001807754	2011
Pink heart pattern jacket for dog.	VAu001059938	2011
PINK HEART PRINT HOODIE for dog.	VA0001796794	2011
PINK LEOPARD HOODIE for dog.	VA0001807734	2011
PINK LEOPARD TIERED DRESS FOR DOG.	VA0001807600	2007
PINK MULTI DOT FLEECE JACKET for dog.	VA0001807447	2011
PINK MULTI STRIPE BONE SWEATER for dog.	VA0001807364	2011
PINK PARTY DRESS FOR DOG.	VA0001807719	2007
PINK PRINCESS CLUB DRESS FOR DOG.	VA0001815757	2008
PINK PRINCESS DRESS FOR DOG.	VA0001739033	2010
PINK QUILTED JACKET FOR DOG.	VA0001740732	2010
PINK SKELETON DRESS for dog.	VA0001807462	2011
Pink Skeleton Hoodie for dog.	VA0001796393	2011
PINK SKULL BLACK JACKET for dog.	VA0001807610	2011
PINK SKULL PRINT DRESS for dog.	VA0001807597	2011
Pink Striped Skull Sweater for dog.	VA0001796808	2011
PINK TEAM WOOF HOODIE DRESS FOR DOG.	VA0001816257	2009
Pink With White Dot Dress For Dogs.	VA0001777530	2010
Pink/white Tank FOR DOG.	VA0001816262	2008
PIRATE FLEECE JACKET FOR DOG.	VA0001740753	2010
PIRATE SKULL SWEATER FOR DOG.	VA0001740755	2010
Plaid Fleece Jacket for dog.	VA0001770350	2010
PUMPKIN DRESS for dog.	VA0001807504	2011
PUMPKIN FACE BLOUSE DRESS FOR DOG.	VA0001740955	2010
Pumpkin Face Dress for dog.	VA0001796814	2011
PUMPKIN PRINCESS DRESS for dog.	VA0001807863	2011
Pumpkin Princess dress for dog.	VAu001059955	2011
PUMPKIN STRIPE SWEATER for dog.	VA0001807458	2011
Pumpkin Sweater for dog.	VA0001796803	2011
PUMPKIN SWEATER for dog.	VA0001807513	2011
PUMPKIN SWEATER FOR DOG.	VA0001740963	2010
PUMPKIN SWEATER FOR DOG.	VA0001758703	2009
PUNK PUR HOODIE FOR DOG.	VA0001815760	2008
Pur crew hugging & 710 other titles.	V3608D639	2011
PURPLE GOLD BOW SWEATER for dog.	VA0001807511	2011
PURPLE MULTI FLORAL PRINT DRESS FOR DOG.	VA0001742114	2010
PURPLE PEACH SWEATER FOR DOG.	VA0001746659	2010
PVI PUR JACKET FOR DOG.	VA0001737964	2010
Quilted Jacket for dog.	VA0001770290	2010
Quilted Furry Jacket for dog.	VA0001770254	2010
RED & GRAY BONE SWEATER for dog.	VA0001807743	2011
RED ANCHOR STRIPE DRESS for dog.	VA0001766030	2011
RED AND CHARCOAL BONE STRIPE SWEATER FOR DOG.	VA0001742000	2010
Red and White Bow Dress for dog.	VAu001060372	2011
Red and White Flower sweater for dog.	VAu001059941	2011
Red and White Striped Santa Cut Sweater.	VA0001796462	2011
RED AND WHITE STRIPED SANTA SWEATER for dog.	VA0001796381	2011
Red bow jacket for dog.	VAu001059838	2011
RED BOW PUFFER for dog.	VA0001797061	2011
RED BOW SWEATER for dog.	VA0001766008	2011

RED DOT BUCKLE DRESS for dog.	VA0001797064	2011
Red Dot Dress For Dogs.	VA0001777527	2010
Red Floral Cat Scrunchie.	VA0001837287	2008
RED GOLD CROWN SWEATER for dog.	VA0001807512	2011
RED GREEN PLAID FLEECE JACKET for dog.	VA0001797093	2011
RED HOMERUN DIGGERS.	VA0001746259	2010
RED PINK HEART PRINT DRESS for dog.	VA0001807756	2011
Red Plaid Hoodie for dog.	VAu001059822	2011
Red Plaid Jacket for dog.	VAu001059841	2011
RED REINDEER FOR HIRE SHIRT FOR DOG.	VA0001740970	2010
RED SANTA SWEATER for dog.	VA0001807868	2011
RED SNOWFLAKE SWEATER for dog.	VA0001807585	2011
RED STRIPE GINGERBREAD SWEATER for dog.	VA0001807865	2011
Red Stripes Jacket for dog.	VAu001059821	2011
RED WHITE DOT HOODIE for dog.	VA0001770279	2010
RED WHITE HEART PRINT FLEECE JACKET for dog.	VA0001797067	2011
RED WHITE SNOWFLAKE JACKET for dog.	VA0001807187	2011
RED WHITE STRIPE DRESS for dog.	VA0001770274	2010
RED WHITE STRIPED SANTA PAJAMAS for dog.	VA0001796455	2011
Reindeer Character Hoodie for dog.	VA0001792779	2010
REINDEER FACE SWEATER for dog.	VA0001796473	2011
REINDEER SWEATER FOR DOG.	VA0001741223	2010
RHINESTONE BOW HOODIE for dog.	VA0001796401	2011
ROCK N ROLL HOODIE FOR DOG.	VA0001815761	2009
ROCK STAR TEE for dog.	VA0001807849	2011
Rockacious Tank FOR DOG.	VA0001816266	2008
ROCKSTAR TANK FOR DOG.	VA0001758695	2009
Rosa Dot Collar.	VA0001837389	2008
ROYAL FASHION DIVA.	VA0001815759	2008
RUFF DAY TANK at the dog neck.	VA0001746280	2010
RUFF N' TOUGH HOODIE for dog.	VA0001807370	2011
SANTA BABY DRESS FOR DOG.	VA0001797863	2010
SANTA IN TRAINING HOODIE for dog.	VA0001796474	2011
SANTA PAWS TSHIRT for dog.	VA0001807580	2011
Santa Rocks T-Shirt.	VAu001060374	2011
Santa Sweater for dog.	VAu001059942	2011
SANTAS FAVORITE DRESS.	VA0001763601	2009
SQSHLWN CANDY CORN SKULL.	VA0001750699	2009
SEERSUCKER DRESS FOR DOG.	VA0001742108	2010
SimplyDog.	TX0008327088	2003
SimplyDog. TX 6-327-888.	V3574D883	2009
SimplyDog. TX 6-327-888.	V3562D383	2008
SIZE DOESN'T MATTER TEE for dog.	VA0001766040	2011
SKELETON TEE for dog.	VA0001796405	2011
SKIRT SET FOR DOG.	VA0001742048	2010
SKULL BOW DRESS FOR DOG.	VA0001740947	2010
SKULL CHARACTER HOODIE FOR DOG.	VA0001740728	2010
SKULL DRESS.	VA0001763675	2009
Skull hoodie for dog.	VAu001059840	2011
SKULL Jacket for dog.	VA0001770362	2010

SKULL MAN TANK for dog.	VA0001791632	2009
SKULL MOHAWK HOODIE FOR DOG.	VA0001746650	2010
SKULL SWEATER for dog.	VA0001796425	2011
SKULL SWEATER FOR DOG.	VA0001738027	2010
SMALL CUTE LOVABLE TEE FOR DOG.	VA0001742112	2010
Small Dog Club Raglan Tee Shirt for Dogs.	VA0001738023	2010
SMALL BEASTY shirt for dog.	VA0001766017	2009
SMILING GHOST DRESS for dog.	VA0001807861	2011
SMILING PUMPKIN DRESS for dog.	VA0001807859	2011
SMILING PUMPKIN SWEATER for dog.	VA0001796403	2011
Snowflake Fleece Jacket for dog.	VA0001796388	2011
Snowflake Print Dress for dog.	VA0001796816	2011
SNOWFLAKE PRINT DRESS for dog.	VA0001766007	2011
SNOWFLAKE PRINT FLEECE JACKET for dog.	VA0001766033	2011
SPOILED DRESS FOR DOG.	VA0001740569	2010
STARS AND STRIPES SWIM SUIT for dog.	VA0001766042	2011
STARS N STRIPES BIKINI FOR DOG.	VA0001746359	2010
Stripe Sweater for dog.	VA0001770353	2010
Striped Bone Sweater for dog.	VA0001770361	2010
STRIPED BONE SWEATER FOR DOG.	VA0001740969	2010
STRIPED BONE SWEATER FOR DOG.	VA0001816718	2008
STRIPED PURPLE HOODIE FOR DOG.	VA0001742111	2010
STRIPED SANTA PAJAMAS for dog.	VA0001766035	2011
STRIPED SKULL SWEATER for dog.	VA0001807575	2011
STRIPPED SKULL POLO FOR DOG.	VA0001746218	2010
STND HOODIE.	VA0001758930	2009
STND SKULL RAGLAN TANK FOR DOG.	VA0001746208	2010
SUPER ADORABLE DRESS for dog.	VA0001807599	2011
SUPER STYLIN TANK FOR DOG.	VA0001816271	2009
SWEETIE HOODIE FOR DOG.	VA0001742019	2010
THROW ME A BONE TEE FOR DOG.	VA0001746611	2010
The Shoulder Blast Dress for dog.	VA0001770260	2011
TOTAL PRINCESS CLUB DRESS FOR DOG.	VA0001816275	2009
TOUGH GUY TEE for dog.	VA0001807845	2011
TUFF GUY TANK FOR DOG.	VA0001741289	2010
TURQUOISE HEART FLORAL DRESS FOR DOG.	VA0001807725	2007
Vampire Cat cape.	VA0001059956	2011
VIVA LA PINK DRESS FOR DOG.	VA0001816274	2009
Waist Tab Jacket for dog.	VA0001770294	2010
WHAT'S NOT TO LOVE TANK FOR DOG.	VA0001746662	2010
WHITE AND BLACK SKULL FLEECE HOODIE for dog.	VA0001796410	2011
WHITE GHOST DRESS for dog.	VA0001807493	2011
White Love Hoodie for dog.	VA0001059832	2011
White Skull Hoodie for dog.	VA0001059929	2011
WHITE SKULL SWEATER for dog.	VA0001807449	2011
WHITE SKULL WITH STRIPES SWEATER FOR DOG.	VA0001741280	2010
WICKEDLY CUTE.	VA0001758929	2009
WICKELY CUTE DRESS for dog.	VA0001807456	2011
Witch & Famous Dress for dog.	VA0001796481	2011
WITCH IN TRAINING.	VA0001758935	2009

WOOFONT TANK FOR DOG.	VA0001816275	2009
WORLD RUP 72 shirt for dog.	VA0001766023	2009
WT94 MULTI DOT LOVE DR.	VA0001816258	2009
WT94 RED TEAM WOOF HD.	VA0001816260	2009
WT94 SPOILED SASH W/BELT DR.	VA0001815741	2009
WT94LWN BOO YA TK.	VA0001815752	2009
WT94LWN COUNT BASKINLA CAPE HD.	VA0001815728	2009
WT94LWN LIL DEVIL HD.	VA0001815730	2009
WT94LWN LIT MONSTER W HORNS HD.	VA0001815721	2009
WT94LWN LIT MS SCARY W/EGGS HD.	VA0001815719	2009
WT94LWN PUMPKIN DOT DR.	VA0001815734	2009
WT94LWN SO CUTE ITS SCARY DR.	VA0001815739	2009
WT94LWN SOME MUMMY LOVES ME TK.	VA0001815742	2009
WT94LWN STRIPE SKULL CHAIN DR.	VA0001815738	2009
WT94LWN STRIPE SKULL SW.	VA0001816256	2009
WT94LWN THE BOO CREW TKL.	VA0001815745	2009
WT94XMAS GR JINGLE BELL ROCK HD.	VA0001815754	2009
WT94XMAS HONCHO TK.	VA0001815756	2009
WT94XMAS PROPE OF SANTA HD.	VA0001815755	2009
WT94XMAS RED COED HONCHO DR.	VA0001815753	2009
YELLOW DOT ROUCHEE TOP DRESS FOR DOG.	VA0001741230	2010
YELLOW FLOWER PARTY DRESS FOR DOG.	VA0001738376	2010

EXHIBIT B

Patents

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Dress for dog	D679,871	April 9, 2013

EXHIBIT C

Trademarks

Registration

<u>Description</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
Harry Barker (Design Plus Words, Letters, and/or Numbers)	2424818	January 30, 2001
House of Barker (Standard Character Mark)	3828743	August 3, 2010
Harry Barker (Standard Character Mark)	4156676	June 12, 2012
SimplyShe (Standard Character Mark)	4214398	September 25, 2012
SimplyShe (Standard Character Mark)	4517924	April 22, 2014

Pending

<u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
Mission Pets (Standard Character Mark)	87331949	February 10, 2017