

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454005

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE KYJEN COMPANY, LLC		12/08/2017	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	CRESCENT DIRECT LENDING, LLC, as Administrative Agent
Street Address:	100 Federal Street, 31st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 104

Property Type	Number	Word Mark
Registration Number:	4601518	"PICK UP WHERE YOUR DOG LEFT OFF"
Registration Number:	5134846	3IN1 UP FEEDER
Registration Number:	4633924	BEYOND BONE
Registration Number:	5003813	BONEBLEND
Registration Number:	5068258	BUZZWOOF
Registration Number:	4249477	CAGEY CUBE
Registration Number:	4359507	CRUNCHCORE
Registration Number:	5116333	DEERHORN
Registration Number:	4239599	DOG GAMES
Registration Number:	4008839	DOG GAMES
Registration Number:	4232744	DOG GAMES PUZZLE TOYS
Registration Number:	3424468	DOGGIE JOGGER
Registration Number:	4553649	DOGGY BLOCKS SPINNER
Registration Number:	4514817	DOGWOOD
Registration Number:	3753697	DUBLIN DOG
Registration Number:	3477707	DUBLIN DOG YOU SHOULD BE SO LUCKY.
Registration Number:	5060029	ELKRIDGE
Registration Number:	5109632	EVER CRUNCH
Registration Number:	4234134	EXTREME HIDE A SQUIRREL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5079507	FINITY
Registration Number:	5068608	FIRE BITERZ
Registration Number:	3282284	FLEECY CLEANS
Registration Number:	4612840	GIVE THE GIFT OF PLAY
Registration Number:	3692958	GREENMAGIC
Registration Number:	4835764	HANDS FREE HIPSTER
Registration Number:	3248440	HEALTHY PORTION
Registration Number:	4157501	HIDE A BEE
Registration Number:	4160602	HIDE A BIRD
Registration Number:	3278965	HIDE A SQUIRREL
Registration Number:	4157870	INDESTRUCTIBLES
Registration Number:	4028886	INSTINCT CONTOUR NESTING BEDS
Registration Number:	2677717	INTELLIBONE
Registration Number:	4012367	INVINCIBLES
Registration Number:	4685511	ENVIRONMENT
Registration Number:	4157847	IQUBE
Registration Number:	4396343	KAZOOTIES
Registration Number:	4124307	KEEPING DOGS ACTIVE AND ENGAGED
Registration Number:	4587649	KEEPS SQUEAKIN' WHEN PUNCTURED
Registration Number:	4249479	KIBBLE DROP
Registration Number:	4596176	KYJEN
Registration Number:	3460650	LAUNCH-A-BALL
Registration Number:	4163580	LEASH MATE
Registration Number:	4835765	LUCKY DOG SLOTS
Registration Number:	4828523	MADCAP
Registration Number:	4253348	MOON ROVER RESCUE
Registration Number:	5241084	NEWHIDE
Registration Number:	3783100	OCCUPI
Registration Number:	3051437	ORKA
Registration Number:	2709593	OUTWARD HOUND
Registration Number:	4912829	OUTWARD HOUND RAISE THE WOOF
Registration Number:	4931380	OUTWARD HOUND RAISE THE WOOF
Registration Number:	4246112	PAW FLAPPER
Registration Number:	4012600	PAW HIDE
Registration Number:	3340458	PETSTAGES
Registration Number:	2930186	PETSTAGES
Registration Number:	3067057	PETSTAGES
Registration Number:	3340461	PETSTAGES

Property Type	Number	Word Mark
Registration Number:	4601504	PFAT BAG
Registration Number:	2908525	PIP SQUEAKS
Registration Number:	4157895	PLUSH BUDDIES
Registration Number:	3203221	PLUSH PUPPIES
Registration Number:	4640942	PLUSH PUPPIES SQUEAKER MAT
Registration Number:	2881726	POLYTEX
Registration Number:	3611770	POOCH PICK-UP
Registration Number:	3279252	PORT-A-BOWL
Registration Number:	5263470	PRODUCTS WITH PURPOSE
Registration Number:	4157679	PUZZLE PLUSH
Registration Number:	5028061	REBOUND
Registration Number:	4533751	RUFFWOOD
Registration Number:	4601425	SEEK.SQUEAK.REPEAT
Registration Number:	5027965	SLINGSOCK
Registration Number:	4501130	SLO-BOWL
Registration Number:	3420018	SMART PAW
Registration Number:	4598864	SPILL GUARD
Registration Number:	4404158	STAR SPINNER DOG TOY PUZZLE
Registration Number:	4757258	THE WOOF PACK
Registration Number:	4287105	THEY KEEP ON SQUEAKING EVEN WHEN PUNCTUR
Registration Number:	4222076	THOR
Registration Number:	4222077	THOR
Registration Number:	4551944	TIC-TAC-TWIRL
Registration Number:	4828040	TIGER SEAMZ
Registration Number:	5241606	TOUGH SEAMZ
Registration Number:	4278553	TREAT TRIAD
Registration Number:	4404159	TREAT WHEEL DOG TOY PUZZLE
Registration Number:	4923858	TREATER TOTTER
Registration Number:	4246111	TUFF GUYS
Registration Number:	4157911	TUFF ONES
Registration Number:	3279263	WALK 'N ROLL
Registration Number:	4551892	YIN-YANG-YUM
Registration Number:	4400254	LIL' RIPPERS
Serial Number:	87302125	CATNIP BLASTED CATNIP ATTACHED TO HELP I
Serial Number:	87302049	CHEW SHIELD TECHNOLOGY
Serial Number:	87458190	CHICK-A-BONE
Serial Number:	87592420	FUN FEEDER SLO BOWL
Serial Number:	87289577	INVINCIBLE SQUEAKERS KEEPS SQUEAKIN' IF

Property Type	Number	Word Mark
Serial Number:	87474466	PUZZLE SCRATCH
Serial Number:	87670286	SNEAKY SQUEAKY BALL
Serial Number:	87614788	SSSUPREME SNAKES
Serial Number:	87581187	TOWER OF TRACKS
Serial Number:	87681428	HEDGEHOGZ
Serial Number:	87681423	DOG SMART
Serial Number:	87681401	DOG HIDE N' SLIDE
Serial Number:	87681395	DOG WORKER
Serial Number:	87536733	FUN FEEDER

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22283 / 014
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	12/11/2017

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of December 8, 2017, by and between THE KYJEN COMPANY, LLC, a Colorado limited liability company (“Grantor”), in favor of CRESCENT DIRECT LENDING, LLC, a Delaware limited liability company, in its capacity as administrative agent (in such capacity and together with its successors and permitted assigns, “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof by, and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all reissues, extensions or renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Pages Follow]

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

THE KYJEN COMPANY, LLC

By: 

Name: Kyle Casella

Title: Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

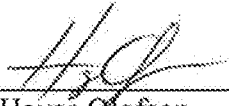
TRADEMARK
REEL: 006225 FRAME: 0254

ACCEPTED AND ACKNOWLEDGED BY:

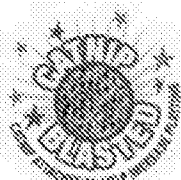
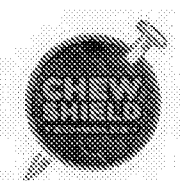

CRESCENT DIRECT LENDING, LLC, as
Administrative Agent

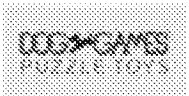


By: Crescent Capital Group LP, its sole member

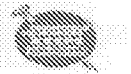
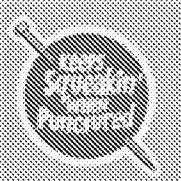

By: 
Name: Michael Rogers
Title: Managing Director

By: 
Name: Hayes Olofson
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark	Application Number/Date	Registration Number/Date
"PICK UP WHERE YOUR DOG LEFT OFF"	86202837 February 24, 2014	4601518 September 9, 2014
3IN1 UP FEEDER	86947719 March 21, 2016	5134846 January 31, 2017
BEYOND BONE	86086821 October 9, 2013	4633924 November 4, 2014
BONEBLEND	86247254 April 9, 2014	5003813 July 19, 2016
BUZZWOOF	86947745 March 21, 2016	5068258 October 25, 2016
CAGEY CUBE	85575188 March 21, 2012	4249477 November 27, 2012
CATNIP BLASTED CATNIP ATTACHED TO HELP INCREASE PLAYTIME and Design 	87302125 January 13, 2017	n/a
CHEW SHIELD TECHNOLOGY and Design 	87302049 January 13, 2017 <i>(Application suspended based on a prior pending application for CHEW SHIELD (App. No. 86464741))</i>	n/a
CHICK-A-BONE	87458190 May 21, 2017	n/a
CRUNCHCORE	76713287 January 24, 2013	4359507 July 2, 2013
DEERHORN	87185272 September 27, 2016	5116333 January 3, 2017
DOG GAMES	77571488 September 16, 2008	4239599 November 13, 2012
DOG GAMES and Design 	85177335 November 15, 2010	4008839 August 9, 2011

Trademark	Application Number/Date	Registration Number/Date
DOG GAMES PUZZLE TOYS and Design 	85481165 November 27, 2011	4232744 October 30, 2012
DOGGIE JOGGER	78841749 March 20, 2006	3424468 May 6, 2008
DOGGY BLOCKS SPINNER	86168012 January 16, 2014	4553649 June 17, 2014
DOGWOOD	76712819 November 13, 2012	4514817 April 15, 2014
DUBLIN DOG	77568757 September 12, 2008	3753697 March 2, 2010
DUBLIN DOG YOU SHOULD BE SO LUCKY. and Design 	77208707 June 18, 2007	3477707 July 29, 2008
ELKRIDGE	86369727 August 18, 2014	5060029 October 11, 2016
EVER CRUNCH and Design 	87045205 May 20, 2016	5109632 December 27, 2016
EXTREME HIDE A SQUIRREL	85591708 April 6, 2012	4234134 October 30, 2012
FINITY	86810321 November 5, 2015	5079507 November 8, 2016
FIRE BITERZ	86952437 March 24, 2016	5068608 October 25, 2016
FLEECY CLEANS	77085024 January 17, 2007	3282284 August 21, 2007
FUN FEEDER SLO BOWL	87592420 August 31, 2017	n/a
GIVE THE GIFT OF PLAY	86168003 January 16, 2014	4612840 September 30, 2014
GREENMAGIC	76690775 June 17, 2008	3692958 October 6, 2009
HANDS FREE HIPSTER	86550894 March 2, 2015	4835764 October 20, 2015
HEALTHY PORTION	78666502 July 8, 2005	3248440 May 29, 2007
HIDE A BEE	85447304 October 14, 2011	4157501 June 12, 2012
HIDE A BIRD	85447309 October 14, 2011	4160602 June 19, 2012

Trademark	Application Number/Date	Registration Number/Date
HIDE A SQUIRREL	77028347 October 24, 2006	3278965 August 14, 2007
INDESTRUCTIBLES	85460980 October 31, 2011	4157870 June 12, 2012
INSTINCT CONTOUR NESTING BEDS	85265682 March 13, 2011	4028886 September 20, 2011
INTELLIBONE	76390643 April 2, 2002	2677717 January 21, 2003
INVINCIBLE SQUEAKERS KEEPS SQUEAKIN' IF PUNCTURED! and Design 	87289577 January 4, 2017	n/a
INVINCIBLES	85224850 January 24, 2011	4012367 August 16, 2011
INVIRONMENT	86032214 August 8, 2013	4685511 February 10, 2015
IQUBE	85457354 October 27, 2011	4157847 June 12, 2012
KAZOOTIES	85912658 April 23, 2013	4396343 September 3, 2013
KEEPING DOGS ACTIVE AND ENGAGED	85265684 March 13, 2011	4124307 April 10, 2012
KEEPS SQUEAKIN' WHEN PUNCTURED and Design 	86105940 October 30, 2013	4587649 August 19, 2014
KIBBLE DROP	85575197 March 21, 2012	4249479 November 27, 2012
Kyjen and Design 	86150511 December 22, 2013	4596176 September 2, 2014
LAUNCH-A-BALL	77197385 June 4, 2007	3460650 July 8, 2008 (Renewal deadline July 8, 2018)
LEASH MATE	85362545 July 3, 2011	4163580 June 26, 2012
LUCKY DOG SLOTS	86550902 March 2, 2015	4835765 October 20, 2015
MADCAP	86377356	4828523

Trademark	Application Number/Date	Registration Number/Date
	August 26, 2014	October 6, 2015
MOON ROVER RESCUE	85591698 April 6, 2012	4253348 December 4, 2012
NEWHIDE	87262893 December 8, 2016	5241084 July 11, 2017
OCCUPI	76695597 February 2, 2009	3783100 May 4, 2010
ORKA	76596302 June 7, 2004	3051437 January 24, 2006
OUTWARD HOUND	75458781 March 30, 1998	2709593 April 22, 2003
OUTWARD HOUND RAISE THE WOOF and Design 	86667690 June 19, 2015	4912829 March 8, 2016
OUTWARD HOUND RAISE THE WOOF and Design 	86667663 June 18, 2015	4931380 April 5, 2016
PAW FLAPPER	85640335 May 31, 2012	4246112 November 20, 2012
PAW HIDE	85228238 January 27, 2011	4012600 August 16, 2011
PETSTAGES	76535056 August 6, 2003	3340458 November 20, 2007
PETSTAGES	76537520 August 15, 2003	2930186 March 8, 2005
PETSTAGES and Design 	76537521 August 15, 2003	3067057 March 14, 2006
PETSTAGES and Design 	76537524 August 15, 2003	3340461 November 20, 2007
PFAT BAG	86199676 February 20, 2014	4601504 September 9, 2014
PIP SQUEAKS	78297888 September 9, 2003	2908525 December 7, 2004
PLUSH BUDDIES	85467700 November 8, 2011	4157895 June 12, 2012
PLUSH PUPPIES	76340774 November 20, 2001	3203221 January 30, 2007
PLUSH PUPPIES SQUEAKER MAT	86252051 April 14, 2014	4640942 November 18, 2014
POLYTEX	78297894 September 9, 2003	2881726 September 7, 2004
POOCH PICK-UP	77567244	3611770

Trademark	Application Number/Date	Registration Number/Date
	September 10, 2008	April 28, 2009
PORT-A-BOWL	77083300 January 15, 2007	3279252 August 14, 2007
PRODUCTS WITH PURPOSE	86963937 April 4, 2016	5263470 August 15, 2017
PUZZLE PLUSH	85449223 October 17, 2011	4157679 June 12, 2012
PUZZLE SCRATCH	87474466 June 4, 2017 <i>(Response to office action due February 29, 2018)</i>	n/a
REBOUND	86613858 April 29, 2015	5028061 August 23, 2016
RUFFWOOD	86148747 December 19, 2013	4533751 May 20, 2014
SEEK.SQUEAK.REPEAT	86193513 February 13, 2014	4601425 September 9, 2014
SLINGSOCK	86577161 March 26, 2015	5027965 August 23, 2016
SLO-BOWL	86016993 July 23, 2013	4501130 March 25, 2014
SMART PAW	78666481 July 8, 2005	3420018 April 29, 2008 <i>(Renewal due April 29, 2018)</i>
SNEAKY SQUEAKY BALL	87670286 November 2, 2017	N/A
SPILL GUARD	86093697 October 17, 2013	4598864 September 2, 2014
SSSUPREME SNAKES	87614788 September 19, 2017	n/a
STAR SPINNER DOG TOY PUZZLE and Design 	85599292 April 16, 2012	4404158 September 17, 2013
THE WOOF PACK and Design 	86242158 April 4, 2014	4757258 June 16, 2015
THEY KEEP ON SQUEAKING EVEN WHEN PUNCTURED!	85775878 November 9, 2012	4287105 February 5, 2013
THOR	76707127 April 1, 2011	4222076 October 9, 2012

Trademark	Application Number/Date	Registration Number/Date
THOR and Design 	76707128 April 1, 2011	4222077 October 9, 2012
TIC-TAC-TWIRL	86168007 January 16, 2014	4551944 June 17, 2014
TIGER SEAMZ	86273760 May 7, 2014	4828040 October 6, 2015
TOUGH SEAMZ	87314930 January 26, 2017	5241606 July 11, 2017
TOWER OF TRACKS	87581187 August 23, 2017	n/a
TREAT TRIAD	85575190 March 21, 2012	4278553 January 22, 2013
TREAT WHEEL DOG TOY PUZZLE and Design 	85599309 April 16, 2012	4404159 September 17, 2013
TREATER TOTTER	86459440 November 19, 2014	4923858 March 22, 2016
TUFF GUYS	85640099 May 31, 2012	4246111 November 20, 2012
TUFF ONES	85478379 November 21, 2011	4157911 June 12, 2012
WALK 'N ROLL	77093974 January 29, 2007	3279263 August 14, 2007
YIN-YANG-YUM	86131549 November 27, 2013	4551892 June 17, 2014
HEDGEHOGZ	87/681428 11/12/2017	Pending
DOG SMART	87/681423 11/12/2017	Pending
DOG HIDE 'N SLIDE	87/681401 11/12/2017	Pending
DOG WORKER	87/681395 11/12/2017	Pending
FUN FEEDER	87/536733 7/20/2017	Pending
LIL' RIPPERS	85/897265 4/6/2013	4400254 9/10/2013