

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454632

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARK NATURAL COMPANY		10/27/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	4612-ARK HOLDCO, LP		
<b>Street Address:</b>	3445 Peachtree Road NE		
<b>Internal Address:</b>	Suite 175		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 48</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86864676	DOG PARK NATURALS	
<b>Serial Number:</b>	86845389	PUMPKIN BARK	
<b>Serial Number:</b>	87426198	NU-RISH TO-GO	
<b>Serial Number:</b>	86136837	GRAY MUZZLE	
<b>Serial Number:</b>	77945954	ARK NATURALS	
<b>Serial Number:</b>	85097104	PAWS IN THE PIE	
<b>Serial Number:</b>	85472517	DOG PARK NATURALS	
<b>Serial Number:</b>	85873913		
<b>Serial Number:</b>	85516026	GRAY MUZZLE	
<b>Serial Number:</b>	86145853	ARK RESCUE PACK	
<b>Serial Number:</b>	86499721	EYES SO BRIGHT	
<b>Serial Number:</b>	86116390		
<b>Serial Number:</b>	77982918	PLAQUE-ZAPPER	
<b>Serial Number:</b>	85259995	FLEA FLICKER! TICK KICKER!	
<b>Serial Number:</b>	85097123	NO STAINS FUR ME	
<b>Serial Number:</b>	76183059	SEA "MOBILITY"	
<b>Serial Number:</b>	77792224	SEA MOBILITY JOINT RESCUE	
<b>Serial Number:</b>	85168254	SHED LESS! MESS LESS! HUG MORE!	

OP \$1215.00 86864676

Property Type	Number	Word Mark
Serial Number:	85168140	DON'T SHED ON ME!
Serial Number:	77135321	BREATH-LESS
Serial Number:	77980169	BREATH-LESS
Serial Number:	77792190	BREATH-LESS CHEWABLE BRUSHLESS-TOOTHPAST
Serial Number:	85034984	NEEM PROTECT
Serial Number:	85034974	"PROTECT"
Serial Number:	85943278	HEART HEALTHY! WAGS PLENTY!
Serial Number:	85943283	BRAIN'S BEST FRIEND
Serial Number:	85943290	OLD DOGS! HAPPY JOINTS!
Serial Number:	75646568	JOINT "RESCUE"
Serial Number:	75646569	HAPPY TRAVELER
Serial Number:	75062066	NU-PET
Serial Number:	75646737	ARK NATURALS
Serial Number:	86845378	CRANBERRY BARK
Serial Number:	86845403	SWEET POTATO BARK
Serial Number:	78482230	SEA CUCUMBER
Serial Number:	86138416	
Serial Number:	86138387	
Serial Number:	85472522	CHEWPASTE
Serial Number:	78612971	KITTY KANTINA
Serial Number:	77980435	BREATH-LESS CHEWABLE BRUSHLESS-TOOTHPAST
Serial Number:	77980434	BREATH-LESS CHEWABLE BRUSHLESS TOOTHPAST
Serial Number:	77980412	PLAQUE-ZAPPER
Serial Number:	77366701	PLAQUE-ZAPPER
Serial Number:	77825849	SMART KENNEL ARK
Serial Number:	77293697	BREATH-LESS.....THE BRUSHLESS TOOTHPASTE
Serial Number:	75412406	ARK NATURALS
Serial Number:	75218881	NOAH'S ARK
Serial Number:	75062070	BIO GUARD
Serial Number:	86937371	SIMPLE SOLUTIONS

**CORRESPONDENCE DATA**

Fax Number: 8669593484

*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: 212.808.2700

Email: rizzosd@pepperlaw.com

Correspondent Name: Pepper Hamilton LLP

Address Line 1: 620 EIGHTH AVENUE

Address Line 2: Floor 38

**TRADEMARK**

REEL: 006228 FRAME: 0848

**Address Line 4:** NEW YORK, NEW YORK 10018

<b>ATTORNEY DOCKET NUMBER:</b>	144720.8
<b>NAME OF SUBMITTER:</b>	Samantha Rizzo
<b>SIGNATURE:</b>	/Samantha Rizzo/
<b>DATE SIGNED:</b>	12/14/2017

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated October 27, 2017, is made by ARK NATURAL COMPANY (the "Grantor"), in favor of 4612-ARK HOLDCO, LP, a Delaware limited partnership (the "Lender").

WHEREAS, Grantor has entered into a Term Loan and Warrant Purchase Agreement dated of even date herewith 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Lender. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Security Agreement.

WHEREAS, the Grantor has entered into a Security Agreement with Lender dated of even date herewith pursuant to which, among other things, the Grantor agreed to grant the Lender a security interest in certain Collateral (as defined in the Security Agreement); and

WHEREAS, it is a condition precedent to the Lender's making the Term Loan to the Company and purchasing the Warrant under the Loan Agreement that the Grantor grant a security interest to Lender in, among other property, intellectual property of Grantor and execute this Intellectual Property Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

2. Grant of Security. Grantor hereby grants to Lender a security interest in and to all of Grantor's right, title and interest and to the following, and also including Software, Trade Secrets, web sites, any other tangible or intangible proprietary or confidential information, and all improvements, modifications, and enhancements to and derivatives of any of the foregoing protected, created, developed and/or arising, as of the date hereof under the laws of the United States or any other jurisdiction, in whatever stage of development (the "Intellectual Property Collateral").

a. (i) all copyrights, registrations and applications for registration, issued or filed, including any reissues, extensions or renewals thereof, by or with the United States Copyright Office or any similar office or agency of the United States, any state thereof, or any other country or political subdivision thereof, or otherwise, including, but not limited to, all rights in and to the material constituting the subject matter thereof, (ii) any rights in any material which is copyrightable or which is protected by common law, United States copyright laws or similar laws or any law of any state thereof, and (iii) any agreement, written or oral, providing for a grant by or to the Company of any right in any Copyright, including, without limitation, any thereof referred to in **Schedule I** hereto.

b. (i) all letters patent of the United States or any other country or any political subdivision thereof, and all reissues and extensions thereof, (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-art thereof or any other country or any political subdivision, and (iii) all agreements, whether written or oral, providing for the grant by or to the Company of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in **Schedule I** hereto.

c. (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether 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, or otherwise, (ii) all reissues, extensions or renewals thereof, and (iii) any agreement, written or oral, providing for the grant by or to the Company of any right to use any Trademark, including, without limitation, any thereof referred to in **Schedule I** hereto.

3. Security for Obligations. The grant of a security interest in the Intellectual Property Collateral by Grantor under this Agreement secures the payment of all of the indebtedness, and Obligations (as defined in the Security Agreement) or any Intellectual Property Collateral security therefore.

4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks, and any other applicable government officer record this Agreement.

5. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Intellectual Property Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of New York, without regard to the conflict of laws provisions thereof.

*SIGNATURE PAGE FOLLOWS*

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

ARK NATURALS COMPANY

By:   
Name: Ben C. Wallace  
Title: Secretary

{Signature Page to Intellectual Property Security Agreement}

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Mark	Serial No.	Status
DOG PARK NATURALS	86/864,676	Pending
PUMPKIN BARK	86/845,389	Pending
NU-RISH TO-GO	87/426,198	Pending
GRAY MUZZLE	86/136,837	Pending
ARK NATURALS	77/945,954	Registered
PAWS IN THE PIE	85/097,104	Registered
DOG PARK NATURALS	85/472,517	Registered
	85/873,913	Registered
GRAY MUZZLE	85/516,026	Registered
ARK RESCUE PACK	86/145,853	Registered
EYES SO BRIGHT	86/499,721	Registered
	86/116,390	Registered
PLAQUE-ZAPPER	77/982,918	Registered
FLEA FLICKER! TICK KICKER!	85/259,995	Registered
NO STAINS FUR ME	85/097,123	Registered
	76/183,059	Registered

SEA MOBILITY JOINT RESCUE	77/792,224	Registered
SHED LESS! MESS LESS! HUG MORE!	85/168,254	Registered
DON'T SHED ON ME!	85/168,140	Registered
BREATH-LESS	77/135,321	Registered
BREATH-LESS	77/980,169	Registered
BREATH-LESS CHEWABLE BRUSHLESS-TOOTHPASTE	77/792,190	Registered
NEEM PROTECT	85/034,984	Registered
"PROTECT"	85/034,974	Registered
HEART HEALTHY! WAGS PLENTY!	85/943,278	Registered
BRAIN'S BEST FRIEND	85/943,283	Registered
OLD DOGS! HAPPY JOINTS!	85/943,290	Registered
JOINT "RESCUE"	75/646,568	Registered
HAPPY TRAVELER	75/646,569	Registered
NU-PET	75/062,066	Registered
	75/646,737	Registered
CRANBERRY BARK	86/845,378	DEAD
SWEET POTATO BARK	86/845,403	DEAD
SEA CUCUMBER	78/482,230	DEAD
	86/138,416	DEAD
	86/138,387	DEAD
CHEWPASTE	85/472,522	DEAD
KITTY KANTINA	78/612,971	DEAD
BREATH-LESS CHEWABLE BRUSHLESS-TOOTHPASTE	77/980,435	DEAD



BREATH-LESS CHEWABLE BRUSHLESS-TOOTHPASTE	77/980,434	DEAD
PLAQUE-ZAPPER	77/980,412	DEAD
PLAQUE-ZAPPER	77/366,701	DEAD
	77/825,849	DEAD
BREATH-LESS.....THE BRUSHLESS TOOTHPASTE	77/293,697	DEAD
	75/412,406	DEAD
NOAH'S ARK	75/218,881	DEAD
BIO GUARD	75/062,070	DEAD
SIMPLE SOLUTIONS	86/937,371	DEAD
<b>Chinese Trademark Registrations</b>		
ARK NATURALS	11029386	Registered
ARK NATURALS	11029385	Registered
	11064049	Registered
	11064048	Registered