

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467932

<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>
Healthy Spot LLC		03/30/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORCHID FINANCE LLC		
<b>Street Address:</b>	12300 Hidden Green Court		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89141		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87221108	SPOT ON	
<b>Serial Number:</b>	87221147	MIND, BODY AND BOWL	
<b>Serial Number:</b>	87431751	HEALTHY SPOT	
<b>Serial Number:</b>	87431842	RAWNIVORE	
<b>Registration Number:</b>	4562358	FOR YOUR DOG'S MIND, BODY AND BOWL	
<b>Registration Number:</b>	4436470		
<b>Registration Number:</b>	4436468		
<b>Registration Number:</b>	4148953	HEALTHY SPOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147952995		
<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>			
<b>Phone:</b>	714-839-3800		
<b>Email:</b>	docketing@fortislaw.com		
<b>Correspondent Name:</b>	FORTIS LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 1530		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	SANG N. DANG		
<b>SIGNATURE:</b>	/Sang N. Dang/		

OP \$215.00 87221108

<b>DATE SIGNED:</b>	03/30/2018
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**Total Attachments: 6**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

March 30, 2018

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 30, 2018 by and between **ORCHID FINANCE LLC**, a Nevada limited liability company ("Lender") and **HEALTHY SPOT LLC**, a California limited liability company ("Grantor").

### RECITALS

Lender 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 that certain Loan Agreement by and between Lender and Grantor (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired as provided in that certain Security Agreement by and between Lender and Grantor (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement")

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure payment and performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement and the Security Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

This security interest is granted in conjunction with the security interest granted to the Lender, under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lender of any one or more of the rights, powers or remedies

provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lender, of any or all other rights, powers or remedies.

This Intellectual Property Security 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.

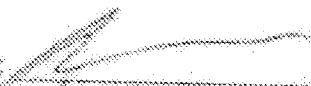
**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

6089 Bristol Parkway Suite 200  
Calver City, CA 90230


HEALTHY SPOT LLC,  
a California limited liability company

By:   
Name: ANDREW KIM  
Title: CEO

Address of Lender:

12300 Hidden Green Court  
Las Vegas, NV 89141

ORCHID FINANCE, LLC,  
a Nevada limited liability company

By:   
Name: Thomas P. Anderson  
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

A-1

**EXHIBIT B**

**Patent Rights**

B-1

**EXHIBIT C**

**Trademarks**

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>APPLICATION SERIAL NO.</b>	<b>CLASSIFICATIONS</b>
SPOT ON		U.S. Application Serial No. 87221108	IC 005 and 031
FOR YOUR DOG'S MIND, BODY AND BOWL	U.S. Registration No. 4,562,358		IC 035, 041, 043, and 044
DOG LOGO	U.S. Registration No. 4,436,470		IC 035
DOG LOGO	U.S. Registration 4,436,468		IC 035
HEALTHY SPOT	U.S. Registration No. 4,148,953		IC 035, 041, 043, and 044
MIND, BODY AND BOWL		U.S. Application Serial No. 87221147	IC 035, 041, 043, and 044
HEALTHY SPOT		U.S. Application Serial No. 87431751	IC 003, 016, 020, 021, 028, and 031
RAWNIVORE		U.S. Application Serial No. 87431842	IC 031