

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE KYJEN COMPANY, LLC		10/11/2018	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: 25			
Property Type	Number	Word Mark	
Registration Number:	5499608	STROBE	
Registration Number:	4924485	CAMPUS DOG	
Registration Number:	4497880	SNOOP	
Registration Number:	4184375	MAZEE	
Registration Number:	3222718	PLANET CAT	
Registration Number:	3204691	ZOOM FLYER	
Registration Number:	3209771	SIT. SPEAK. ACT.	
Registration Number:	3204684	DOUBLE-TUFF	
Registration Number:	3091455	RECYCLEBALL	
Registration Number:	3091454	RECYCLEBONE	
Registration Number:	3600204	GUS	
Registration Number:	3541789	WHISTLE BALL	
Registration Number:	3086569	SNACK SACK	
Registration Number:	2916527	ORBEE-TUFF	
Registration Number:	3881032	WOOD CHUCK	
Registration Number:	3530512	RESCUE. RAISE. LOVE. ADOPT.	
Registration Number:	3522099	WOOFMINSTER DOG SHOW	
Registration Number:	3458983	SLOBBER-WICK	
Registration Number:	2490662	PLANET DOG	
TRADEMARK			

CH \$640.00 5499608

Property Type	Number	Word Mark
Registration Number:	2816881	LIFE'S A BONE
Registration Number:	2536601	ORBEE
Registration Number:	2169756	PLANET DOG
Registration Number:	3281982	PLANET DOG EST. 1997
Registration Number:	3281985	PLANET DOG
Serial Number:	88082547	GURU

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:	10/25/2018

Total Attachments: 6
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source=CrescentOutward Hound Trademark Security Agreement The Kyjen Compan#page2.tif
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of October 11, 2018, 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 December 8, 2017 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 December 8, 2017, 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.

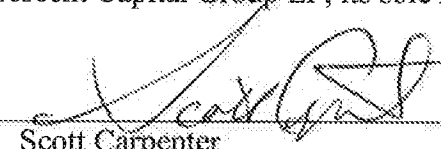
THE KYJEN COMPANY, LLC

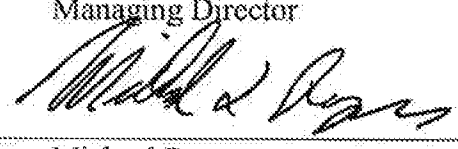
By: 
Name: Kyle Casella
Title: Vice President and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CRESCENT DIRECT LENDING, LLC, as
Administrative Agent

By: Crescent Capital Group LP, its sole member

By: 
Name: Scott Carpenter
Title: Managing Director

By: 
Name: Michael Rogers
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Applications and Registrations

Mark	Serial No. (Filing Date)	Reg. No. (Reg. Date)
GURU	88/082547 (08/17/2018)	n/a
STROBE	87/633612 (10/04/2017)	5,499,608 (06/19/2018)
CAMPUS DOG	86/978321 (03/24/2014)	4,924,485 (03/22/2016)
SNOOP	86/032130 (08/08/2013)	4,497,880 (03/18/2014)
MAZEE	85/432886 (09/27/2011)	4,184,375 (07/31/2012)
PLANET CAT	78/895474 (05/30/2006)	3,222,718 (03/27/2007)
ZOOM FLYER	78/812187 (02/10/2006)	3,204,691 (01/30/2007)
SIT. SPEAK. ACT.	78/750774 (11/09/2005)	3,209,771 (02/13/2007)
DOUBLE-TUFF	78/758197 (11/21/2005)	3,204,684 (01/30/2007)
RECYCLEBALL	78/504964 (10/25/2004)	3,091,455 (05/09/2006)
RECYCLEBONE	78/504962 (10/25/2004)	3,091,454 (05/09/2006)
GUS	78/617760 (04/27/2005)	3,600,204 (03/31/2009)
WHISTLE BALL	78/528453 (12/07/2004)	3,541,789 (12/02/2008)
SNACK SACK	78/483028 (09/14/2004)	3,086,569 (04/25/2006)
ORBEE-TUFF	78/350590 (01/12/2004)	2,916,527 (01/04/2005)
WOOD CHUCK	77/790843 (07/28/2009)	3,881,032 (11/23/2010)

Mark	Serial No. (Filing Date)	Reg. No. (Reg. Date)
GURU	88/082547 (08/17/2018)	n/a
PLANET DOG EST. 1997 & Design 	77/037889 (11/06/2006)	3,281,982 (08/21/2007)
PLANET DOG	77/037934 (11/06/2006)	3,281,985 (08/21/2007)
LET FREEDOM ROMP! DID YOU KNOW ALL OF PLANET DOG'S ORBEE-TUFF TOYS ARE NOW MADE IN THE U.S.A.? & Design 	77/328957 (11/14/2007)	3,565,655 (01/20/2009)
RESCUE. RAISE. LOVE. ADOPT. & Design 	77/436079 (03/31/2008)	3,530,512 (11/11/2008)
WOOFMINSTER DOG SHOW	77/292817 (10/01/2007)	3,522,099 (10/21/2008)
SLOBBER-WICK	77/128161 (03/12/2007)	3,458,983 (07/01/2008)
PLANET DOG	76/130064 (09/18/2000)	2,490,662 (09/18/2001)
LIFE'S A BONE	76/510543 (05/01/2003)	2,816,881 (02/24/2004)
ORBEE	76/287024 (07/19/2001)	2,536,601 (02/05/2002)
PLANET DOG	75/369263 (10/07/1997)	2,169,756 (06/30/1998)