

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM501509

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Natpets, LLC		10/10/2018	Limited Liability Company Colorado

RECEIVING PARTY DATA

Name:	Dwight Funding LLC
Street Address:	250 W. 55th Street, 30th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company- Delaware

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	4299085	I AND LOVE AND YOU
Registration Number:	4742218	"I AND LOVE AND YOU"
Registration Number:	5428495	BEEF BOOYAH
Registration Number:	5493650	BEEF, RIGHT MEOW!
Registration Number:	5060888	CHICKEN ME OUT
Registration Number:	5088183	CHICKY-DA-LISH
Registration Number:	5417502	FREE RANGER
Registration Number:	4940984	GRATER TATERS
Registration Number:	4974732	HAPPY TUMMEZ
Registration Number:	5409005	HIP HOPPIN' HEARTIES
Registration Number:	4977827	HOT LICKETY LAMB
Registration Number:	5088188	LAMBARAMA
Registration Number:	5476542	LOVE ME FOR LIFE
Registration Number:	5466158	LOVINGLY SIMPLE
Registration Number:	4929106	NAKED ESSENTIALS
Registration Number:	4889622	NICE JERKY
Registration Number:	5446833	NO STINK! FREE RANGER
Registration Number:	5039753	NUDE FOOD
Registration Number:	5418337	OH MY COD!

OF \$1040.00 4299085

Property Type	Number	Word Mark
Registration Number:	4964582	POULTRY A PLENTY
Registration Number:	5052988	POULTRY PALOOZA
Registration Number:	5033508	SAVORY SALMON
Registration Number:	4941485	SIMPLY SEA
Registration Number:	5409004	SUPER SMARTY HEARTIES
Registration Number:	5060956	TUNA FINTASTIC
Registration Number:	4941468	WE BE SALMON
Serial Number:	88036319	COW BOOM!
Serial Number:	87805438	EAR CANDY
Serial Number:	87814757	FRESH ALL ROVER
Serial Number:	87822060	NUDE SUPER FOOD
Serial Number:	87822072	STIR & BOOM
Serial Number:	87927330	BAKED & SAUCY
Serial Number:	88015626	SALMON CHANTED EVENING
Serial Number:	88015638	TOP THAT
Serial Number:	88079566	FEED MEOW
Serial Number:	88079601	PÂTÉ ALL DAY
Serial Number:	88085848	FLEW THE COOP
Serial Number:	88085851	BAAAD MOOOON ON THE RISE
Serial Number:	88090107	FARM TO SEA FEAST
Serial Number:	88094934	DOUBLE DOG DEER MOO
Serial Number:	88094938	NINJA CAT JIU JIT STEW

CORRESPONDENCE DATA

Fax Number:

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: 5166636681
Email: smcgrath@rmfpc.com
Correspondent Name: Ruskin Moscou Faltischek PC
Address Line 1: 1425 RXR Plaza, 15th Floor
Address Line 2: Sandra McGrath
Address Line 4: Uniondale, NEW YORK 11556

NAME OF SUBMITTER:	Sandra McGrath
SIGNATURE:	/s/ Sandra McGrath
DATE SIGNED:	12/11/2018

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of October 10, 2018 by Natpets, LLC, a limited liability company organized and existing under and pursuant to the laws of the State of Colorado (the "Grantor"), with a principal address of 2108 55th Street, Suite 100, Boulder, Colorado 80301, in favor of DWIGHT FUNDING LLC, a Delaware limited liability company (the "Lender"), with a principal address of 250 W. 55th Street, 30th Floor, New York, NY 10019. Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the respective meanings ascribed to such terms in the LSA (defined below).

RECITALS

A. Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Loan and Security Agreement dated as of even date herewith, between the Grantor and the Lender (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the "LSA");

B. Under the terms of the LSA and the Other Documents (collectively, the "Loan Documents"), Grantor has granted to Lender, a security interest in substantially all of Grantor's assets, and agrees as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body; and

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the LSA and to agree, subject to the terms and conditions set forth therein, to make the Advances to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Grantor's Indebtedness under the Loan Documents, Grantor hereby grants to Lender, a continuing security interest in and to all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by Grantor (collectively, the "Intellectual Property Collateral");

(a) All U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, including without limitation the copyright registrations set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) All U.S. and foreign patents and patent applications, including without limitation the issued patents and pending applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) All U.S., state and foreign trademark and service mark registrations,

trademark and service mark applications, and unregistered tradenames and trademarks, including without limitation the trademark applications and registrations set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) All domain name registrations, including without limitation those domain name registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything contained in this IP Security Agreement or any of the Loan Documents to the contrary, the term "Trademarks" shall not include any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

2. Requested Recordation. Grantor authorizes the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence of an Event of Default, Grantor shall, upon request by the Lender, execute and deliver to the Lender an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Lender.

4. Authorization to Supplement. Grantor shall have the right to modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest.

5. Event of Default Occurance.

(a) Upon the occurrence and during the continuation of an Event of Default, Lender may execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; *provided, however*, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office;

(b) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the Intellectual Property Collateral without the signature of Grantor unless prohibited by applicable law; and

(c) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property Collateral, pursuant to the Loan Agreement, and (ii) take any other actions with respect to the Intellectual Property Collateral as Lender reasonably deems to be in the best interest of itself.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Indebtedness secured hereby has been unconditionally and indefeasibly paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted), the LSA has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Lender to make Advances have been terminated.

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification obligations for which claims have not been asserted) secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Lender to

evidence such termination.

7. Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names. Until such time as this IP Security Agreement is terminated, Grantor shall provide the Lender prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by Grantor.

8. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Documents. The rights and remedies of the Grantor and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York choice of law or conflicts of law principles).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

NATPETS, LLC

By: X [Signature]
Name: Thomas Spielberg
Title: CFO

STATE OF Colorado)
COUNTY OF Boulder) ss.:

On the 10 day of October, in the year 2018, before me personally came Tom Spielberg to me known, who, being by me duly sworn, did depose and say that he resides at 2108 55th St, that she is the CFO of NATPETS, LLC, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the shareholders of said corporation.

DEBORAH JEAN COUSINEAU
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20184026295
MY COMMISSION EXPIRES JUN 25, 2022
Notary Public

Accepted and agreed to in New York, New York, as of the day and year first above written.

LENDER:

DWIGHT FUNDING LLC

By: [Signature]
Name: Geo Barchel
Title: Managing Director

SCHEDULE A

COPYRIGHT COLLATERAL

NONE

SCHEDULE B

PATENT COLLATERAL

NONE

Schedule B to IP Security Agreement

TRADEMARK
REEL: 006503 FRAME: 0577

SCHEDULE C

TRADEMARKS AND TRADE NAMES

**NATPETS, LLC
U.S. TRADEMARK REGISTRATIONS**

TRADEMARK	REG. NUMBER	REG. DATE
I AND LOVE AND YOU	4,299,085	March 5, 2013
(Picture)	4,742,218	May 26, 2015
BEEF BOOYAH	5,428,495	March 20, 2018
BEEF, RIGHT MEOW!	5,493,650	June 12, 2018
CHICKEN ME OUT	5,060,888	October 11, 2016
CHICKY-DA-LISH	5,088,183	November 22, 2016
FREE RANGER	5,417,502	March 6, 2018
GRATER TATERS	4,940,984	April 19, 2016
HAPPY TUMMEEZ	4,974,732	June 7, 2016
HIP HOPPIN' HEARTIES	5,409,005	February 20, 2018
HOT LICKETY LAMB	4,977,827	June 14, 2016
LAMBARAMA	5,088,188	November 22, 2016
LOVE ME FOR LIFE	5,476,542	May 22, 2018
LOVINGLY SIMPLE	5,466,158	May 8, 2018
NAKED	4,929,106	March 29, 2016
NICE JERKY	4,889,622	January 19, 2016
NO STINK! FREE RANGER	5,446,833	April 17, 2018
NUDE FOOD	5,039,753	September 13, 2016
OH MY COD!	5,418,337	March 6, 2018
POULTRY A PLENTY	4,964,582	May 24, 2016
POULTRY PALOOZA	5,052,988	October 4, 2016
SAVORY SALMON	5,033,508	August 30, 2016
SIMPLY SEA	4,941,485	April 19, 2016
SUPER SMARTY HEARTIES	5,409,004	February 20, 2018
TUNA FINTASTIC	5,060,956	October 11, 2016
WE BE SALMON	4,941,468	April 19, 2016
COW BOOM!	88/036,319	July 13, 2018
EAR CANDY	87/805,438	February 21, 2018
FRESH ALL ROVER	87/814,757	February 28, 2018
NUDE SUPER FOOD	87/822,060	March 6, 2018
STIR & BOOM	87/822,072	March 6, 2018
BAKED & SAUCY	87/927,330	May 18, 2018
SALMON CHANTED EVENING	88/015,626	June 26, 2018
TOP THAT	88/015,638	June 26, 2018
FEED MEOW	88/079,566	August 15, 2018
PÂTE ALL DAY	88/079,601	August 15, 2018
FLEW THE COOP	88/085,848	August 21, 2018
BAAAD MOOOON ON THE RISE	88/085,851	August 21, 2018
FARM TO SEA FEAST	88/090,107	August 23, 2018
DOUBLE DOG DEER MOO	88/094,934	August 28, 2018
NINJA CAT JIU JIT STEW	88/094,938	August 28, 2018

FOREIGN TRADEMARK APPLICATIONS

Country	TRADEMARK	APPL. NUMBER	APPL. DATE
China	I AND LOVE AND YOU		August 6, 2018
China	I AND LOVE AND YOU		August 6, 2018
China	(Picture)		August 6, 2018
China	(Picture)		August 6, 2018
Hong Kong	I AND LOVE AND YOU		July 24, 2018
Hong Kong	(Picture)	204608793	July 24, 2018

TRADE NAME

I and Love and You

SCHEDULE D

DOMAIN NAMES

Iandloveandyou.com

ILypet.com

Natpets.com