5868554

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM610697

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caitec, Inc.	FORMERLY Caitec Acquisition, Inc.	11/06/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association, as administrative agent
Street Address:	726 Exchange Street
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14210
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5868554	FEATHERLAND PARADISE
Registration Number:	6005568	OVEN FRESH BITES
Registration Number:	5868552	CAITEC
Registration Number:	5828015	OUTER ARMOR
Registration Number:	5812370	DURAMAX
Registration Number:	5735449	CHUCKLES
Registration Number:	5138819	HI PAWZ
Registration Number:	5055600	HERO
Registration Number:	5055599	HERO
Registration Number:	5055597	HERO
Registration Number:	4834464	NATURE'S INSTINCT
Registration Number:	3019216	FEATHER LAND
Serial Number:	90104262	BONECTICS

CORRESPONDENCE DATA

Fax Number: 7168535199

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.

Email: kdefreze@lippes.com

Correspondent Name: Lippes Mathias Wexler Friedman LLP

TRADEMARK

900582041 REEL: 007114 FRAME: 0665

Address Line 1: 50 Fountain Plaza
Address Line 4: Buffalo, NEW YORK 14202

NAME OF SUBMITTER: Kathryn DeFreze

SIGNATURE: /Kathryn DeFreze/

DATE SIGNED: 11/24/2020

Total Attachments: 17

source=Intellectual Property Security Agreement#page1.tif source=Intellectual Property Security Agreement#page2.tif source=Intellectual Property Security Agreement#page3.tif source=Intellectual Property Security Agreement#page4.tif source=Intellectual Property Security Agreement#page5.tif source=Intellectual Property Security Agreement#page6.tif source=Intellectual Property Security Agreement#page7.tif source=Intellectual Property Security Agreement#page8.tif source=Intellectual Property Security Agreement#page9.tif source=Intellectual Property Security Agreement#page10.tif source=Intellectual Property Security Agreement#page11.tif source=Intellectual Property Security Agreement#page12.tif source=Intellectual Property Security Agreement#page13.tif source=Intellectual Property Security Agreement#page14.tif source=Intellectual Property Security Agreement#page15.tif source=Intellectual Property Security Agreement#page16.tif source=Intellectual Property Security Agreement#page17.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of November 6, 2020 by CAITEC ACQUISITION, INC., a Delaware corporation (the "Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

Pledgor is entering into that certain Credit Agreement, dated as of the date hereof with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender") and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement").

The Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Borrowers by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. <u>Definitions</u>. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of the Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those federally registered patents, trademarks and copyrights listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to

010-9093-1249/2/AMERICAS

sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing; provided that Collateral shall not include any Excluded Property.

"USCO" means the United States Copyright Office in Washington, D.C.

"USPTO" means the United States Patent and Trademark Office in Alexandria, Virginia.

- 3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor's future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.
- 4. <u>Representations and Warranties</u>. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:
- 4.1. The Pledgor owns or has the right to use all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.
 - 4.2. The Collateral is valid and enforceable.
- 4.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.
- 4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.
- 4.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.
- 4.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Events of Default and Remedies.

- 5.1. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.
- 5.2. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. Upon the occurrence and during the continuance of an Event of Default, the Assignment shall, at the option of the Administrative Agent, immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its reasonable judgment, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.
- 5.3. If an Event of Default shall occur and be continuing, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may reasonably deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent

permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency.

- 6. Maintaining Collateral: Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.
- 7. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the complete and full payment of all of the Secured Obligations, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a Material Adverse Effect or such abandonment is in connection with the abandonment of a product or product line.
- 8. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 11, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.
- 9. <u>Power of Attorney</u>. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license

under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

- 10. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, upon giving reasonable notice to the Pledgor, do so in the Pledgor's name or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.
- 11. <u>Additional Documents</u>. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may reasonably be required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.
- 12. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof as provided in the Credit Agreement.
- 13. <u>Modifications for New Collateral</u>. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending <u>Schedule 1</u> hereto to include any future Collateral as contemplated by Sections 1 and 12 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 13, provided that any such modification to <u>Schedule 1</u> shall be effective without the signature of the Pledgor.
- 14. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, or the Administrative Agent or any Lender, mailed or delivered to it, addressed to such Person at its address specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case with telephonic confirmation of receipt. All notices from the Pledgor to the Administrative Agent or any Lender pursuant to any of the provisions hereof shall not be effective until received by the Administrative Agent or such Lender, as the case may be.

- 15. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.
- 17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 18. <u>Modifications</u>. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of the Credit Agreement shall control.
- 19. <u>Assignment and Successors</u>. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.
- 20. <u>Termination</u>. At such time as the Secured Obligations shall have been irrevocably paid in full, the Commitment terminated, and the Credit Agreement terminated and not replaced by any other credit facility with the Administrative Agent and the Lenders, the Pledgor shall have the right to terminate this Agreement. Upon written request of the Pledgor, the Administrative Agent shall promptly execute and deliver to the Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release the Administrative Agent's security interest

in the Collateral, and the Pledgor will indemnify the Administrative Agent in all respects for all costs incurred by the Administrative Agent in connection with such termination.

- 21. <u>Entire Agreement</u>. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.
- 22. <u>Headings: Execution</u>. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.
- 23. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law, without regard to principles of conflict of laws that would result in the application of the law of any other jurisdiction. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in Eric County, New York, over any action or proceeding arising out of or relating to this Agreement, the Secured Obligations, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laving of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]

Doc#9177413.2

7

JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE BORROWERS, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

CAITEC ACQUISITION, INC.

Name: Ryan C. Martin

Title: President

Signature Page to Intellectual Property Security Agreement

TRADEMARK

REEL: 007114 FRAME: 0675

SCHEDULE

1. Trademarks:

*******		,	*****	,			· · · · · · · · · · · · · · · · · · ·	*****		*****					
Due Date	9/24/2025	12/24/2025		9/24/2025	\$200/9/8		7/23/2025		4/23/2025		2/7/2023		10/4/2022		10/4/2022
Opcoming Actions	S8 Declaration	\$0 \$0	Declaration	80°	Declaration	Declaration	90 90	Declaration	య	Declaration	χς Φ	Declaration	80 80	Declaration	S8 Declaration
Status s	Registered	Registered		Registered	Registered	ŋ	Registered		Registered		Registered		Registered	:	Registered
Live/Dead	3 3	LIVE		LIVE	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\					sisses.	LIVE		LIVE		TAN T
Word Mark	FEATHERLAND PARADISE	OVEN FRESH BITES		CAITEC	OUTER ARMOR	3	DURAMAX		CHUCKLES		HIPAWZ				
keg. Number	5868554	6005568		5868552	5828015		5812370	***************************************	5735449		5138819		5055600		5055599
Number	88402850	88402672		88402585	88279316		88244496		88010984		86878814		86652468		86652435
#t		ci.		eri	4		'n		vớ		r.,		ంద		o'

Due Date		10/4/2022	10/20/2021	12/1/2025			
Upcoming	Actions	S8 Declaration	S8 Declaration	S\$ Declaration & S9 Renewal			
Status		Registered	Registered	Registered	Abandoned because the applicant failed to respond or filed a late response to an Office action	Abandoned because the applicant failed to respond or filed a late response to an Office an Cation	Abandoned because no Statement of Use or Extension Request
Live/Dead		3/1/2	3	<u> </u>	A Paragraphic A	DEAD	DEAD
Word Mark		HERO	NATURES INSTINCT		(sticks on a suring mark)	(objects on a string mark)	DOGERNOMICS
Reg.	Number	5055597	4834464	3019216			
Serial	Number	86651775	86224758	76586819	87107555	87107506	87101379
31:		2	(exet)	12	r r	 	15

Due Date					
Upcoming Actions			Published for opposition 8.25/2020. The time for 3rd parties to oppose has expired.		
Status	timely filed after Notice of Allowance was issued	Abandoned for failure to pay maintenance fee.	Abandoned because the applicant failed to respond or filed a late response to an Office action	Abandoned because the applicant failed to rospond or filed a late response to an Office action	Registration cancelled because registrant did not file an acceptable declaration
Live/Dead		Abandoned	575 176 176 176 176 176 176 176 176 176 176	DEAD	DEAD
Word Mark		CHASE 'N CHOMP	CHASE NOTIONE	PARADISE	PARADISE
Number					3040682
Serial Number		86878716	888887224	85530169	78476109
***		9		8	61

Due Date			
Upcoming D Actions			
Status	under Section 8.	Registration cancelled registrant did not file an acceptable declaration under Section 8.	Pending; awaiting examination results
Live/Dead		OF VO	LIVE
Word Mark		FORAGEWISE	21. 90104262 Application BONETICS # 90/104,262
Namber		3445851	Application # 90/104,262
Serial			90104262
##		20	7

Unregistered/Common Law Trademarks:



Foraging Systems, Acrobird, Perch and Go, Titan Eze, Sure-Lock, Tree Tops, Perch & Groom, Bunny Wonder, Hero Action, Hero Chuckles, Hero Duramax, Hero Freezies, Hero Outer Armor, Hero Puppy, Hero Retriever Series, Hero Squeakables, hero Treat N Play, Hero Ultra Play, Hero USA, Hero Yoga Dogz.

Patents

હ્યું

	ing ing M.c.e m.	ming mings mings mings	guing Buing	2000
Statt	Pending Awaiting first office action.	Pending Awaiting first office action.	Pending Awaiting first office action	Issued Expires: February 17, 2029 (PTA= 176) - Last Maintenance due by 2022- 09-08 (\$3700)
	Multi-Sound Emitting Pet Toy And Method For	Durable Material For Use In Pet Toys And Other Objects And Method For Manufacturing	Flexible Material For Use In Pet Toys And Other Objects And Method For Manufacturing	Slidable ring bird toy
US Provisional Application Filing Date	2018-04-20	2018-04-02	2018-03-12	2007-08-25
US Provisiona I Patent Applicatio n No.	62/660,529	62/651.293	62/641,490	60/966,011
US Non- Provisiona I Patent Applicatio n Date	2019-04-22	2019-04-02	2019-03-1	2008-08-25
US Non- Provisiona I Patent Applicatio n No.	16/390,858	16/373,297	16/298,876	12/197,535
Publicatio a Date	2019-10-24	2019-10-03	2019-00-12	2009-02-06
US Patent Application Publication No.	2019032585 6	2019029784 8	2019027428 5	2009005007
Issue Date				2017- 03-08-
US Par So ea ea				7,900,583
#1	proni	M	m	4

ş	şarınının de anının	
Statt	Issued - Expires: March June 18, 2023 (PTA=7) Last Maintenance Fee Paid	Issued - Expires: February 4, 2022 (PTA=0) Last Maintenance Fee Paid
9 12 12 12 12	Support stand	Folding cage
US Provisional Application Filing Date	2002-06-11	
US Provisiona I Patent Applicatio n No.	60/387,387	
US Non- Provisions I Patent Applicatio n Date	2003-06-11	2002-02-04
US Non- Provisiona I Patent Applicatio n No.	10/458,725	10/061,323
Publicatio n Date	2004-05-13	
	2004-05-13	
Issue Date	2005- 06-07-	2003-
, m		6,550,424
31:1	9	V

Copyrights

600

	VAu001402342	June 11, 2020
rite Reg. No.	Tree with Hero Design	
Owner	Cattee Acquisition, Inc.	

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF NOVEMBER [_], 2020, EXECUTED BY CAITEC ACQUISITION, INC., A DELAWARE CORPORATION (THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS ASSIGNS. AND "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANI	K NATIONAI	J ASSOCIA	TION as
the Admini	istrative Agent		
Ву;		o de la companya del companya de la companya del companya de la co	
Name:			
Title:			***************************************

ASSIGNMENT

WHEREAS, CAITEC ACQUISITION, INC., a Delaware corporation (the "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of November [___], 2020 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association, as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the "Administrative Agent"), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Administrative Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the u its duly authorized officer on	undersigned has caused this Assignment to be executed by, 2020.
	CAITEC ACQUISITION, INC.
	Ву:
	Name: Title:

TRADEMARK REEL: 007114 FRAME: 0683

RECORDED: 11/24/2020