

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM755172

<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>
FYF-JB, LLC		09/13/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BERKSHIRE BANK		
<b>Street Address:</b>	7 Sycamore Street		
<b>City:</b>	Glastonbury		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06033		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87010532	JOLLY TUG	
<b>Serial Number:</b>	75286543	JOLLY PETS	
<b>Serial Number:</b>	75286188	JOLLY BALL	
<b>Serial Number:</b>	78222006	JOLLY CRITTERS	
<b>Serial Number:</b>	78337180	STALL SNACK	
<b>Serial Number:</b>	77353389	MONSTER MOUTH	
<b>Serial Number:</b>	77601314	MONSTER BALL	
<b>Serial Number:</b>	86763112	KITTY KASA	
<b>Serial Number:</b>	90141221	HORSEMEN'S PRIDE	
<b>Serial Number:</b>	90239449	KITTY KASA	
<b>Serial Number:</b>	97092469	JOLLY DIPPER	
<b>Serial Number:</b>	97137761	JOLLY PETS TREE TUGGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	860-509-5347		
<b>Email:</b>	cguilmette@uks.com		
<b>Correspondent Name:</b>	John F. Wolter, Esquire		

OP \$315.00 87010532

**Address Line 1:** 225 Asylum Street, 20th Floor  
**Address Line 2:** Updike, Kelly & Spellacy, P.C.  
**Address Line 4:** Hartford, CONNECTICUT 06103

**NAME OF SUBMITTER:** CHRISTINE GUILMETTE

**SIGNATURE:** /CHRISTINE GUILMETTE/

**DATE SIGNED:** 09/14/2022

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is dated as of this 13th day of September, 2022, by and between FYF-JB, LLC, a Delaware limited liability company, having an office located at 143 Mill Rock Road East, Old Saybrook, Connecticut 06475 ("Borrower"), and BERKSHIRE BANK (the "Bank"), and having an office located at 7 Sycamore Street, Glastonbury, Connecticut 06033.

### RECITALS

WHEREAS, Borrower has entered into a certain Master Credit Agreement of even date herewith (as amended and in effect from time to time the "Credit Agreement") with the Bank pursuant to which the Bank, subject to the terms and conditions contained therein, it to make loans, advances and other extensions of credit to Borrower; and

WHEREAS, pursuant to that certain Security Agreement between Borrower and the Bank, dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement"), Borrower has granted to the Bank a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on Schedule A attached hereto, all to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, it is a condition precedent to the obligation of the Bank to make loans, advances and other extensions of credit to Borrower under the Credit Agreement that Borrower shall execute and deliver this Agreement to the Bank; and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

I. DEFINITIONS. Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

"Copyrights" means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on Schedule A attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

"Domain Names" means all domain names and domain name registration applications, that are owned by Borrower or in which Borrower has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on Schedule A attached hereto.

"ICANN" means the Internet Corporation for Assigned Names and Numbers.

"Patents" means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

"Registry" means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

"Trademarks" means (a) 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 registered 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, including, without limitation, any thereof referred to on Schedule A attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

## 2. SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Secured Obligations, Borrower hereby unconditionally grants to the Bank a continuing security interest in and first priority lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral, and all proceeds of any of the foregoing. Borrower hereby authorizes the Bank to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of the Bank under the Credit Agreement and the Security Agreement.

2.2. Supplemental Security Agreement. Pursuant to the Security Agreement, Borrower has granted to the Bank, a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Bank in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Bank in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the UCC (including the security

interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Bank in and to the Collateral under or in connection with the Security Agreement, this Agreement or the UCC. Any and all rights and interests of the Bank in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Secured Obligations of Borrower with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Bank (and the Debt of Borrower) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. THE BANK ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. AFTER-ACQUIRED DOMAIN NAMES, ETC.

3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Secured Obligations shall have been finally paid and satisfied in full, Borrower shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Domain Name Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Borrower shall promptly give to the Bank notice thereof in writing and execute and deliver to the Bank such documents or instruments as the Bank may reasonably request further to implement, preserve or evidence the interests of the Bank therein.

3.2. Amendment to Schedule. Borrower authorizes the Bank to modify this Agreement without the necessity of Borrower's further approval or signature, by amending Schedule A hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Borrower pursuant to the Security Agreement.

4. NO ASSUMPTION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE BANK ASSUMES NO LIABILITIES OF BORROWER WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING BORROWER'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY BORROWER, AND BORROWER SHALL INDEMNIFY THE BANK FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE BANK WITH RESPECT TO SUCH LIABILITIES.

5. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies of the Bank with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Bank contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Bank, under the Security Agreement.

6. AMENDMENT AND WAIVER. This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. FILINGS. The Bank may at any time and from time to time, at Borrower's expense, file, or have the Bank's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

9. RELEASE. At such time as Borrower shall completely and finally satisfy all of the Secured Obligations secured hereunder in full in cash, and there shall exist no continuing liability of Borrower with respect to the Secured Obligations secured hereunder, and the Revolving Commitment (as defined in the Credit Agreement) under the Credit Agreement shall have been irrevocably terminated, the Bank shall immediately release its security interest in the Collateral and execute and deliver to Borrower all termination statements or other instruments evidencing such release as may be reasonably requested by Borrower. Notwithstanding the foregoing, the Bank shall release its security interest in any Collateral which is sold, leased, transferred or otherwise disposed of by Borrower; provided, however,

that such sale, lease, transfer or disposition is permitted under the Credit Agreement, and, if required, any proceeds therefrom are applied in accordance with Section 9.06 of the Credit Agreement (unless otherwise consented to by the Bank).

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IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

DEBTOR:

FYF- JB, LLC

By 

Name: Charles Kusse

Title: Chairman

BANK:

BERKSHIRE BANK

By \_\_\_\_\_

Name:

Title:

[Signature Page to FYF-JB, LLC IP Security Agreement]



IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.


DEBTOR:

FYF- JB, LLC

By \_\_\_\_\_  
Name: Charles Rosse  
Title: Chairman

BANK:

BERKSHIRE BANK

By  \_\_\_\_\_  
Name: Ronald Belanger  
Title: Vice President

Schedule A

Domain Names, Trademarks, Patents and Copyrights

Domain Names:

Horsemenspride.com

Horsemanspride.com

Jollypets.com

Jollyball.com

Trademarks:

Trademark	Status	Class	Registration Date	Registration Number	Serial Number
Jolly Tug (word) (U.S.)	Registered	28	12/6/2016	5095047	87-010532
Jolly Pets (toys) (U.S.)	Registered	28	5/19/1998	2158871	75-286543
Jolly Ball (toys) (U.S.)	Registered	28	6/2/1998	2161894	75-286188
Jolly Critters (toys) (U.S.)	Registered	28	9/28/2004	2890342	78-222006
Stall Snack (word) (U.S.)	Registered	31	2/15/2005	2926391	78-337180
Monster Mouth (word) (U.S.)	Registered	28	12/30/2008	3555042	77-353389
Monster Ball (word) (U.S.)	Registered	28	7/6/2010	3815205	77-601314
Kitty Kasa	Registered (Supplemental Register)	20	8/30/16	5033414	86-763112

Horsemen's Pride	Registered	20,21, 28	9/28/21	6496928	90-141221
Kitty Kasa	Registered (Principal Register -- Sec. 2(f))	20	8/24/21	6459922	90-239449
Jolly Dipper	Pending (Publication Review Complete)	28			97-092469
Jolly Pets Tree Hugger	Pending (Non-Final Action Mailed)	28			97-137761

Patents:

<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
TREAT DISPENSING TOY	09/351,192	7/9/1999	6,158,391	12/12/2000
PET TOY	29/306,146	4/3/2008	D622,014	8/17/2010
TUG TOY	12/714,908	3/1/2010	8,881,685	11/11/2014
TUG TOY	14/529,665	10/31/2014	9,295,232	3/29/2016
TUG TOY	15/083,040	3/28/2016	9,681,643	6/20/2017
TUG TOY	15/377,406	12/13/2016	9848580	12/26/2017
TUG TOY	15/823,341	11/29/2017	10765088	9/8/2020
TUG TOY	15/826,341	11/29/2017	20180077905	3/22/2018

FRONT PANEL FOR ANIMAL HABITAT	29/581,139	10/17/2016	0838057	1/8/2019
TUG TOY	15/377,406	12/13/2016	20170086427	3/30/2017
ANIMAL HABITAT	29/527,317	5/18/2015	0769544	10/18/2016
ANIMAL HABITAT	29/527,323	5/18/2015	0769545	10/18/2016
TUG TOY	15/083,040	3/28/2016	20160205896	7/21/2016
TUG TOY	14/529,665	10/31/2014	20150053142	2/26/2015
TUG TOY	12/714,908	3/1/2010	20110209669	9/11/2011