

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ball Dynamics International, LLC		09/01/2014	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	FI, Inc.		
Street Address:	11990 Grant Street, Suite 550		
City:	Northglenn		
State/Country:	COLORADO		
Postal Code:	80233		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4421755	K9FITVEST	
Registration Number:	4501467	CANINE GYM	
Registration Number:	4508388	CANINE GYM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	scott@packarddierking.com		
Correspondent Name:	Scott H. Culley		
Address Line 1:	Packard Dierking, LLC		
Address Line 2:	2595 Canyon Boulevard, Suite 200		
Address Line 4:	Boulder, COLORADO 80302		
ATTORNEY DOCKET NUMBER:	1719-04		
NAME OF SUBMITTER:	Scott H. Culley		
SIGNATURE:	/ScottHCulley/		
DATE SIGNED:	01/16/2015		
Total Attachments: 2			
source=BDI-FI Grant of Security Interest in trademarks acquired from PetZen (00164045xA14B2)#page1.tif			
source=BDI-FI Grant of Security Interest in trademarks acquired from PetZen (00164045xA14B2)#page2.tif			

OP \$90.00 4421755

GRANT OF SECURITY INTEREST IN TRADEMARKS
(Additional Collateral)
September 1, 2014

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Ball Dynamics International, LLC, a Colorado limited liability company (the "Grantor") with principal offices at 14215 Mead Street, Longmont, Colorado 80504, hereby grants, creates, conveys and mortgages to FI, Inc., a Colorado corporation, with principal offices c/o 11990 Grant Street, Suite 550, Northglenn, Colorado 80233 (the "Grantee"), a continuing first position security interest in: (i) all of the Grantor's right, title and interest in and to trademarks, trademark registrations and trademark applications in the United States and any other countries in which Grantor subsequently acquires trademark rights for "K9FITVEST" and "CANINE GYM" (the "Marks") including, but not limited to, those set forth on Schedule A attached hereto, (ii) any and all licenses or other use agreements for the marks and set forth in that certain Trademark Agreement effective as of January 1, 2010 between Grantor and Grantee as amended by that certain First Amended and Restated Trademark and Patent Agreement effective September 1, 2014, which includes a security agreement that creates and provides for a continuing first position security interest ("Trademark and Patent Agreement"), (iii) the goodwill of the businesses symbolized by the Marks, and (iv) all products and proceeds of items (i), (ii) and (iii) including, without limitation, all causes of action arising prior to or after the date hereof for infringement or dilution of any of the Marks or unfair competition regarding the same. Notwithstanding anything to the contrary herein, this will clarify and confirm that this grant is made in addition to existing collateral and is not a replacement of any previous grants pursuant to the Trademark and Patent Agreement.


THIS GRANT is made and entered into to secure the full and prompt performance and payment of all the obligations of the Grantor to Grantee pursuant to the Trademark and Patent Agreement (as may be further amended from time to time).

This Grant has been made and entered into in conjunction with the security interest granted to the Grantee under the Trademark and Patent Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Trademark and Patent Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Trademark and Patent Agreement, the provisions of the Trademark and Patent Agreement shall govern.

The undersigned have executed this Grant effective as of the date first above written.

Grantor:

Grantee:

By: 
Elizabeth C. Nickels, Manager

By: 
Dale Mayer, President

SCHEDULE A

THE MARKS

United States

Trademark	Goods/Services	Reg. No. / Ser. No.	Status
K9FITVEST	Class 018: Dog apparel	Reg. No. 4421755	Registered 10/22/2013
CANINE GYM	Class 009: Computer application software for mobile phones, namely, software for dog training, dog weight management, and dog exercise programs; DVDs featuring dog training and exercise programs	Reg. No. 4501467	Registered 3/25/2013
CANINE GYM	Class 028: Physical fitness equipment for dogs, namely, resistance vests, balance discs, balance boards, balance air pods, balls, treadmills, resistance bands, weights, and resistance tugging devices	Reg. No. 4508388	Registered 4/1/2014