

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2658081

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FOUR PAWS PRODUCTS, LTD.	12/05/2013
RECEIVING PARTY DATA	
Name:	SUNTRUST BANK, AS ADMINISTRATIVE AGENT
Street Address:	303 PEACHTREE STREET
Internal Address:	23RD FLOOR
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30308
PROPERTY NUMBERS Total: 24	
Property Type	Number
Application Number:	12510567
Application Number:	29337673
Application Number:	29381212
Application Number:	29093334
Application Number:	10853730
Application Number:	29262198
Application Number:	12582235
Application Number:	13215714
Application Number:	29131395
Application Number:	29150729
Patent Number:	6405682
Patent Number:	D470277
Patent Number:	D621105
Patent Number:	8113146

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PATENT
REEL: 031867 FRAME: 0544

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Patent Number:	D418639
Patent Number:	6247675
Patent Number:	D583113
Patent Number:	5601321
Patent Number:	7178843
Patent Number:	D470981
Patent Number:	D456959
Patent Number:	8141522
Patent Number:	6085694
Patent Number:	6186095

CORRESPONDENCE DATA

Fax Number: (404)581-8330
 Phone: 404-581-8275
 Email: srbrown@jonesday.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
 Correspondent Name: SIDNEY R. BROWN, JONES DAY
 Address Line 1: 1420 PEACHTREE STREET, NE
 Address Line 2: SUITE 800
 Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566967-640047
NAME OF SUBMITTER:	SIDNEY R. BROWN
Signature:	/Sidney R. Brown/
Date:	12/19/2013

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 5, 2013 (this "Agreement"), is made by FOUR PAWS PRODUCTS, LTD., a New York corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor and certain of its affiliates, the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its affiliates have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates 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 (the "Patent Collateral"):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent 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.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FOUR PAWS PRODUCTS, LTD.

By: 

Name: Lori A. Varlas

Title: Chief Financial Officer

[FOUR PAWS – PATENT SECURITY AGREEMENT]

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Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: W. Smith
Name: W. Smith
Title: Director

[FOUR PAWS - PATENT SECURITY AGREEMENT]

SCHEDULE I**Patents and Patent Licenses****REGISTERED PATENTS, PATENT APPLICATIONS, & PATENT LICENSES**

Patent Title	Country	Patent Number	Provisional #	Pat. App. #	Filing Date	Provisional Filing Date	Issue Date	Expiration Date
Animal Toy	USA	6405682	N/A	9693240	10/20/2000	N/A	6/18/2002	1/1/2013
Animal Toy	USA	D470277	N/A	N/A	1/30/2002	N/A	2/11/2003	2/11/2017
ANIMAL WASTE PAD DISPENSER AND HOLDER	USA	N/A	N/A	12/510,567	7/28/2009	N/A	N/A	N/A
Animal Waste Pad Dispenser And Holder	USA	D621105	N/A	N/A	7/13/2009	N/A	8/3/2010	8/3/2024
ANIMAL WASTE PAD HOLDER	USA	8113146	N/A	N/A	N/A	N/A	2/14/2012	9/12/2029
Animal Waste Pad Holder	USA	D613914	N/A	29337673	5/27/2009	N/A	4/13/2010	4/13/2024
Bristled Grooming Glove	USA	N/A	N/A	29381212	12/16/2010	N/A	N/A	N/A
Canine Toy	USA	D418639	N/A	N/A	9/9/1998	N/A	1/4/2000	1/4/2014
Canine Toy	USA	D433777	N/A	29093334	9/9/1998	N/A	11/14/2000	11/14/2014
Collapsible Doghouse	USA	7104221	N/A	10853730	2/24/2004	N/A	9/12/2006	1/1/2013
Combined Shedding Blade and Slicker Brush	USA	D577160	N/A	29262198	6/27/2006	N/A	9/16/2008	9/16/2022
Display Hanger for a Dog Leash	USA	6247675	N/A	N/A	5/18/1999	N/A	6/19/2001	1/1/2013
Dog Toy	USA	D583113	N/A	N/A	8/14/2007	N/A	12/16/2008	12/16/2022
Litter and Refuse Retrieval Device	USA	5601321	N/A	N/A	11/28/1994	N/A	2/11/1997	11/23/2014
Litter and Refuse Retrieval Device	USA	7178843	N/A	N/A	10/23/2003	N/A	2/20/2007	10/23/2023
Pet Brush	USA	D470981	N/A	N/A	5/17/2002	N/A	2/25/2003	2/25/2017

Patent Title	Country	Patent Number	Provisional #	Pat. App. #	Filing Date	Provisional Filing Date	Issue Date	Expiration Date
PLUSH ANIMAL WASTE BAG DISPENSER	USA	N/A	N/A	12/582,235	10/20/2009	N/A	N/A	N/A
RAWHIDE WRAPPED ROPE CHEW TOY	USA	N/A	N/A	13215714	8/23/2011	N/A	N/A	N/A
Round Animal Toy	USA	D453240	N/A	29131395	10/20/2000	N/A	1/29/2002	1/29/2016
Round Animal Toy	USA	D456959	N/A	N/A	11/27/2000	N/A	5/7/2002	5/7/2016
SCENT DISTRIBUTING DECORATIVE STONE	USA	8141522	N/A	N/A	N/A	N/A	3/1/2012	10/1/2030
Shedding Blade	USA	D481836	N/A	29150729	11/28/2001	N/A	11/4/2003	11/4/2017
Single Strap Strain Reducing Dog Harness	USA	6085694	N/A	N/A	2/9/1999	N/A	7/11/2000	4/14/2018
Toy Ball for Animals	USA	6186095	N/A	9444132	11/19/1999	N/A	2/13/2001	1/1/2013
Abrasion Resistant Omnidirectionally Reflective Pet Leash	USA (Licensed to Four Paws Products, Ltd. from Ididit, Inc./Nite Glow Industries, Inc.)	7,204,206	N/A	11185059	7/20/2005	N/A	4/17/2007	9/8/2024