

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3707754

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
HYPER PET LLC	01/07/2016

**RECEIVING PARTY DATA**

<b>Name:</b>	CENTERFIELD CAPITAL PARTNERS III, L.P.
<b>Street Address:</b>	3030 MARKET TOWER, 10 WEST MARKET STREET
<b>City:</b>	INDIANAPOLIS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46282

**PROPERTY NUMBERS Total: 33**

Property Type	Number
Application Number:	29545786
Patent Number:	7823571
Patent Number:	6880490
Application Number:	62052030
Patent Number:	D747832
Application Number:	29478689
Application Number:	29478692
Application Number:	29478693
Application Number:	29478695
Application Number:	29478697
Patent Number:	D635725
Patent Number:	D634489
Patent Number:	D622454
Patent Number:	D477692
Patent Number:	D471678
Patent Number:	D471328
Patent Number:	6024213
Patent Number:	D345586
Patent Number:	5261846
Application Number:	12659875

PATENT

Property Type	Number
Application Number:	12923153
Application Number:	12659876
Application Number:	11950023
Application Number:	11954392
Application Number:	12321918
Application Number:	11724429
Patent Number:	7461645
Patent Number:	7520818
Application Number:	10936866
Application Number:	10773018
Patent Number:	D544717
Patent Number:	D630277
Patent Number:	8393299

**CORRESPONDENCE DATA**

**Fax Number:** (614)224-3246

*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:** (614) 462-1093

**Email:** ipdocketcolumbus@icemiller.com

**Correspondent Name:** ICE MILLER LLP

**Address Line 1:** ONE AMERICAN SQUARE, SUITE 2900

**Address Line 4:** INDIANAPOLIS, INDIANA 46282

<b>ATTORNEY DOCKET NUMBER:</b>	17543.0062
<b>NAME OF SUBMITTER:</b>	BARBARA BACON
<b>SIGNATURE:</b>	/Barbara Bacon/
<b>DATE SIGNED:</b>	01/22/2016

**Total Attachments: 10**

source=IP Security Agreement#page1.tif  
source=IP Security Agreement#page2.tif  
source=IP Security Agreement#page3.tif  
source=IP Security Agreement#page4.tif  
source=IP Security Agreement#page5.tif  
source=IP Security Agreement#page6.tif  
source=IP Security Agreement#page7.tif  
source=IP Security Agreement#page8.tif  
source=IP Security Agreement#page9.tif  
source=IP Security Agreement#page10.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 7th day of January, 2016 by **HYPER PET LLC**, a Delaware limited liability company ("Grantor"), in favor of **CENTERFIELD CAPITAL PARTNERS III, L.P.**, a Delaware limited partnership, in its capacity as agent ("Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, Grantor (sometimes referred to herein together with each Person joined as borrower to the Loan Agreement (as defined below) from time to time, collectively the "Borrowers") has entered into that certain Senior Subordinated Notes Purchase Agreement, dated as of the date hereof, with Agent, CPP III-A, L.P., a Delaware limited partnership and CCP III-SBIC, L.P., a Delaware limited partnership (collectively, the "Lenders") (as amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by Grantor's copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers and guarantors under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference, including, without limitation, all provisions contained therein that limit or restrict Grantor's rights to sell, license, grant any options with respect to, assign or encumber its interests in the Copyrights, Trademarks or Patents (each as defined below). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each copyright, copyright application, trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such copyrights and copyright applications, the "Copyrights", such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, Trademark and Patent; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Copyright, Trademark or Patent, or (b) injury to the goodwill associated with any Copyright, Trademark or Patent.

3. Representations and Warranties. Grantor hereby represents and warrants that the Copyrights, Trademarks and Patents listed on Schedule I attached hereto constitute all copyrights, copyright applications, trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

4. Termination. This Agreement shall continue in effect until all of the Obligations are paid in full in cash and satisfied in full and the Loan Agreement is terminated.

5. Subordination. **THE RIGHTS OF THE HOLDER OF THIS AGREEMENT TO RECEIVE PAYMENT ARE SUBJECT AND SUBORDINATE TO THE PAYMENT OF ALL OBLIGATIONS OF HYPER PET LLC TO PNC BANK, OR ITS SUCCESSORS OR ASSIGNS, PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT, DATED AS OF THE DATE HEREOF.**

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF INDIANA.


**[signatures appear on following page]**

[Signature Page to Trademark Security Agreement]

**PATENT  
REEL: 037561 FRAME: 0886**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**HYPER PET LLC**

By:   
Name: Chad C. Clark  
Title: President

[Signature Page to Trademark Security Agreement]

**PATENT**  
**REEL: 037561 FRAME: 0887**

Agreed and Accepted  
As of the Date First Written Above

**CENTERFIELD CAPITAL PARTNERS III, L.P.,**  
as Agent

By: Centerfield Capital Partners III, LLC,  
as General Partner

By: Centerfield Management III, Inc., its  
manager

By: Michael G. Miller  
Name: Michael Miller  
Title: Authorized Officer

[Signature Page to Trademark and Patent Security Agreement]

**PATENT**  
**REEL: 037561 FRAME: 0888**

**SCHEDULE 1**

**PATENT REGISTRATIONS**

<b>Title</b>	<b>Number</b>	<b>Issue Date</b>	<b>Owner</b>	<b>Counsel</b>
TOY LAUNCHER FOR PETS	29/545,786	Filed November 16, 2015	Rose America Corp. (Knepper, Michael, inventor)	Hovey Williams
DOG EXERCISING APPARATUS AND METHOD	7,823,571	Nov. 2, 2010	Hyper Products, Inc.	Westman, Champlin & Kelly, P.A
DOG COLLAR HAVING BUCKLE	6,880,490	April 19, 2005	Rose America, Inc.	Shoemaker And Mattare, Ltd. C/O Davis & Bujold, P.L.L.C.
SQUEAKY TENNIS BALL	U.S. Prov. App. 62/052,030	Filed Sept. 18, 2014	EXPIRED	
SQUAWKERS/Ball	D747832 (Serial 29/478685)	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.
SQUAWKERS/Bone	Issue Fee Paid (Serial 29/478689)	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.
SQUAWKERS/4-prong jack	Allowance Expected (Serial 29/478692)	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.
SQUAWKERS/3-prong jack	Allowance Expected (Serial 29/478693)	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.
SQUAWKERS/football	Allowed (Serial 29/478695)	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.

SCHEDULE -1

074658.15105/101785119v.5

**PATENT  
REEL: 037561 FRAME: 0889**

<b>Title</b>	<b>Number</b>	<b>Issue Date</b>	<b>Owner</b>	<b>Counsel</b>
SQUAWKERS/disc	Final rejection (Serial 29/478697)	Filed January 7, 2014	Rose America Corporation	Davis & Bujold, P.L.L.C.
Animal cooling device	D635,725	April 05, 2011	Rose America Corporation	Dinesh Agarwal, P.C.
LaCrosse style ball thrower for dogs	D634,489	March 15, 2011	Rose America Corporation	Gregory W. O'Connor
Animal cooling device	D622,454	August 24, 2010	Rose America Corporation	Dinesh Agarwal, P.C.
Harness square	D477,692	July 22, 2003	Rose America Corporation	Charles W. Fallow, Shoemaker and Mattare
Oblong harness square	D471,678	March 11, 2003	Rose America Corporation	Shoemaker and Mattare
Harness buckle	D471,328		Rose America Corporation	
Display hanger for belts and collars	6,024,213		Rose America Corporation	
Flexible flying disk toy	D345,586		Rose America Corporation	
Flexible flying disk toy	5,261,846		Rose America Corporation	
Animal cooling device and method therefor	20110232587		Rose America Corporation	
Animal cooling device and method therefor	20110232586		Rose America Corporation	
Pet toy and method for making the same	20110232580		Rose America Corporation	

SCHEDULE - 1

EAST\119486974.2  
074658.15105/101785119v.5



Title	Number	Issue Date	Owner	Counsel
Animal Restraint with Snap Hook and Buckle	20090139464		Rose America Corporation	
Reversible Pet Collar with Ambidextrous Buckle	20080229551		Rose America Corporation	
DOG COLLAR HAVING BUCKLE	20050011474		Rose America Corporation	
Durable, flexible pet toy with transparent cover	20100186682		Hyper Products, Inc.	
Object launcher and method of launching object	20080156307		Hyper Products, Inc.	
Hand Held Disc Launcher	7,461,645		Hyper Products, Inc.	
Ball Throwing Device	7,520,818		Hyper Products, Inc.	
Luffa Dog Toy	20060048719		Hyper Products, Inc.	
Storage containers and method of storing products used by animals	20040261725		Hyper Products, Inc.	

**PATENTS – LICENSED**

Title	Number	Issue Date	Owner
BALL THROWER	D544,717	Nov. 6, 2007	Neill J. McKinnell
BALL THROWER	D630,277	Jan. 4, 2011	Neill J. McKinnell
TOY GUN	8,393,299	March 12, 2013	Jeffrey Bernat

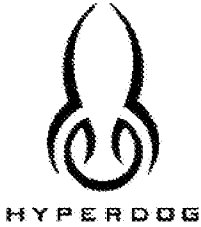
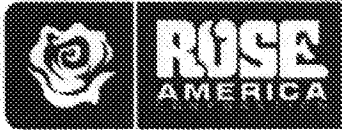
**TRADEMARKS**

Mark	App.	Filing	Owner	Country

SCHEDULE - 1


EAST\119486974.2  
074658.15105/101785119v.5

**PATENT  
REEL: 037561 FRAME: 0891**

	No./Reg. No.	Date/Registration Date		
HYPERDOG (And Design)  	2,826,628	March 23, 2004	ROSE AMERICA CORPORATION  (Registrant: Hyper Products)	US
K-9 KANNON	4,578,924	August 5, 2014	ROSE AMERICA CORPORATION	US
PETWEAR	2,356,318	June 6, 2000	ROSE AMERICA CORPORATION	US
ROSE AMERICA CORPORATION (And Design)  	1,350,634	July 23, 1985	ROSE AMERICA CORPORATION	US
<b>Mark</b>	<b>App. No./Reg. No.</b>	<b>Filing Date/Registration Date</b>	<b>Owner</b>	<b>Country</b>

SCHEDULE - 1

EAST\119486974.2  
074658.15105/101785119v.5

BMB (And Design)  	3,246,296	May 29, 2007	ROSE AMERICA CORPORATION	US
SAND CANYON	1,903,569	July 4, 1995	ROSE AMERICA CORPORATION	US

**COPYRIGHTS**

Photo, "Pan am 9-20-93", Date of Creation: 1993, VA0000992627, Owner: Rose America Corporation.

SCHEDULE - 1

EAST\119486974.2  
074658.15105/101785119v.5


**PATENT**  
**REEL: 037561 FRAME: 0893**

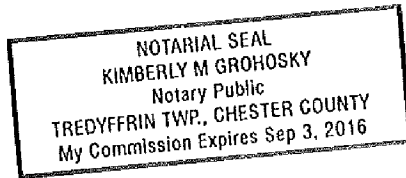
COMPANY ACKNOWLEDGMENT

Commonwealth of Pennsylvania )  
: SS  
County of Chester )

And now this 6 day of January, 2016, before me a Notary Public, personally appeared Chad C. Clark, who acknowledged himself to be the President of HYPER PET LLC, a Delaware limited liability company, and that he as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

[Seal]

  
\_\_\_\_\_  
Notary Public  
My commission expires on Sept. 3, 2016



[ACKNOWLEDGEMENT TO CENTERFIELD TRADEMARK AND PATENT SECURITY AGREEMENT]