#### 504234034 02/17/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4280711

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
2 DOGS DISTRIBUTION, LLC	01/09/2017

# **RECEIVING PARTY DATA**

Name:	FOUR STRONG CORPORATION
Street Address:	279 SERENITY HILL CIRCLE
City:	CHAPEL HILL
State/Country:	NORTH CAROLINA
Postal Code:	27516

# **PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	D572573
Patent Number:	D613583
Patent Number:	D669763
Patent Number:	D686488

#### CORRESPONDENCE DATA

Fax Number: (877)812-1249

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: 919-238-2300

Email: lwoodrum@wt-ip.com

**Correspondent Name:** WITHROW & TERRANOVA, P.L.L.C. Address Line 1: 106 PINEDALE SPRINGS WAY Address Line 4: CARY, NORTH CAROLINA 27511

ATTORNEY DOCKET NUMBER:	2065-000
NAME OF SUBMITTER:	LAURA C. WOODRUM
SIGNATURE:	/laura c. woodrum/
DATE SIGNED:	02/17/2017

# **Total Attachments: 4**

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**PATENT REEL: 041287 FRAME: 0819** 504234034

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PATENT REEL: 041287 FRAME: 0820



# SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Short Form Security Agreement") is made by 2 Dogs Distribution, LLC, a Delaware limited liability company having a principal place of business at 125 W. Gemini Drive, Suite E1-E2, Tempe, Arizona 85283 ("Grantor"), in favor of Four Strong Corporation, a North Carolina business corporation having a principal place of business at 279 Serenity Hill Circle, Chapel Hill, NC 27516 ("Secured Party").

WHEREAS, Grantor and Secured Party are parties to that certain Intellectual Property Purchase and Installment Sale Agreement dated as of November 30, 2016 (the "<u>IP Installment Sale Agreement</u>"), as well as that certain long-form Security Agreement of even date herewith (the "<u>Long Form Security Agreement</u>");

WHEREAS, under the terms of the IP Installment Sale Agreement and Long Form Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Short Form IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees and covenants as follows:

- 1. <u>Grant of Security</u>. Without limitation to the rights and interests granted to the Secured Party in accordance with the Long Form Security Agreement, the Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to, and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "<u>IP Collateral</u>"):
- A. The following the design patents and design registrations, as well as all and all royalties and proceeds derived therefrom, the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon and proceeds of the foregoing, including, but not limited to, proceeds of licensing (collectively, the "Patents"):

	PATENTS					
Country	Туре	Patent No.	Title	Issue Date	Priority Date	
US	Design	D572,573	Carabiner	07-08-2008	01-24-2008	
US	Design	D613,583	Carabiner	04-13-2010	01-18-2008	
US	Design	D669,763	Carabiner	10-30-2012	03-13-2012	
US	Design	D686,488	Carabiner	07-23-2013	03-13-2012	

DESIGN REGISTRATIONS					
Country	Reg. No.	Title	Reg. Date	Priority Date	
Europe	000919816-0001	Carabiners	04-02-2008	01-24-2008	
Europe	001140768-0001	Carabiners	05-27-2009	05-04-2009	
Europe	001343768-0001	Carabiners	09-11-2012	03-13-2012	

Europe	001343768-0002	Carabiners	09-11-2012	03-13-2012
Europe	001343768-0003	Carabiners	09-11-2012	03-13-2012
Canada	145283	Carabiner	11-08-2012	03-13-2012

B. The following the trademarks and trademark registrations, together with the goodwill connected with the use of and symbolized thereby, and all United States, state, and international registrations thereof, and the right to sue for past, present, and future infringements of rights in trademarks and all renewals thereof, and all royalties and proceeds derived from the foregoing including, but not limited to, proceeds of licensing (collectively, the "Trademarks"):

	TRADEMARKS AND REGISTRATIONS					
Country	Reg. No.	Mark	Class	Reg. Date	Priority Date	
US	3,306,126	THE MOMMY HOOK	006	10-09-2007	01-27-2007	
US	3,800,452	THE BABY HOOK	006	06-08-2010	12-02-2008	
US	3,641,522	MOM, DAD AND BABY	016, 028	06-16-2009	05-19-2008	
US	3,676,475	MOM, DAD AND BABY	006	09-01-2009	05-19-2008	
US	3,812,631	MY BEAUTIFUL BABY	016, 028	07-06-2010	12-23-2008	
US	3,772,829	SPLASH & LEARN	016, 028	04-06-2010	12-02-2008	
US	4,464,865	CLIP IT BABY	010, 012	01-14-2014	11-27-2012	
US	4,368,567	MOM, DAD AND BABY	010, 012	07-16-2013	12-13-2012	
US	4,368,575	FUN. SAFETY. CONVENIENCE. VALUE.	006, 010, 012	07-16-2013	12-16-2012	
Australia	1274629	THE MUMMY HOOK	006	07-06-2009	01-27-2007	
Canada	TMA723,475	THE MOMMY HOOK	006	09-11-2008	01-27-2008	
Canada	TMA752,715	MOM, DAD AND BABY	009, 012, 016, 028	11-10-2009	05-19-2008	
China	8170277	THE MOMMY HOOK	006	05-07-2011	04-01-2010	
China	8170276	THE MUMMY HOOK	006	05-07-2011	04-01-2010	
Europe	011476256	MOMMY HOOK	006	06-06-2013	01-09-2013	
Mexico	1536670	THE MOMMY HOOK	006	05-11-2015	04-17-2015	

- C. All rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.
- 2. <u>Recordation</u>. The Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks, and any other government officials to record and register this Short Form Security Agreement upon request by the Secured Party or its representative.
- 3. Other Instruments. This Short Form Security Agreement has been entered into pursuant to and in conjunction with the Long Form Security Agreement, which is hereby incorporated by reference. The

provisions of the Long Form Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the IP Installment Sale Agreement, the Long Form Security Agreement and related documents, and nothing in this Short Form Security Agreement shall be deemed to limit such rights and remedies.

- 4. <u>Execution in Counterparts</u>. This Short Form Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Short Form Security Agreement by facsimile or in electronic (e.g., ".pdf" or ".tif" format) shall be effective as delivery of a manually executed counterpart of this Short Form Security Agreement.
- 5. <u>Successors and Assigns</u>. This Short Form Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Short Form Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Short Form Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

This the day of January, 2017, by the Grantor:

2 DOGS DISTR	RIBLATION,	LLC:	
Bye	7-		SEAL
Andrew Dou Chief Execu	glas		· ·
Chief Execu	ive Officer		

AGREED TO AND ACCEPTED:

FOUR STRONG CORPORATION:

By: \_\_\_\_\_ SEAL
David Abels
President

provisions of the Long Form Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the IP Installment Sale Agreement, the Long Form Security Agreement and related documents, and nothing in this Short Form Security Agreement shall be deemed to limit such rights and remedies.

- 4. <u>Execution in Counterparts</u>. This Short Form Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Short Form Security Agreement by facsimile or in electronic (e.g., ".pdf" or ".tif" format) shall be effective as delivery of a manually executed counterpart of this Short Form Security Agreement.
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- 6. <u>Governing Law</u>. This Short Form Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Short Form Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

This the Qub day of January, 2017, by the Grantor:

# 2 DOGS DISTRIBUTION, LLC:

By:	SEAL
Andrew Douglas	
Chief Executive Officer	

AGREED TO AND ACCEPTED:

FOUR STRONG CORPORATION:

David Abels
President

SEAL