

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM436365

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|---|---|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 5 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Zareba Systems, Inc. | | 06/21/2017 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Ares Capital Corporation, as collateral agent | | |
| Street Address: | 245 Park Avenue, 44th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1787943 | AMERICAN FARMWORKS | |
| Registration Number: | 0786329 | BLITZER | |
| Registration Number: | 3532514 | ELECTRIC SHEPHERD | |
| Registration Number: | 0506805 | ELECTRO-LINE | |
| Registration Number: | 0865249 | RED SNAP'R | |
| Registration Number: | 1132132 | RED SNAP'R | |
| Registration Number: | 2860569 | ZAREBA | |
| Registration Number: | 2714106 | ZAREBA | |
| Registration Number: | 3077388 | ZAREBA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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> | | | |
| Phone: | 714-540-1235 | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive, Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |

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|---|-------------|
| ATTORNEY DOCKET NUMBER: | 040896-0069 |
| NAME OF SUBMITTER: | Anna T Kwan |
| SIGNATURE: | /atk/ |
| DATE SIGNED: | 07/24/2017 |
| Total Attachments: 5 source=Woodstream - Trademark Security Agreement (Zareba Systems Inc.)#page1.tif source=Woodstream - Trademark Security Agreement (Zareba Systems Inc.)#page2.tif source=Woodstream - Trademark Security Agreement (Zareba Systems Inc.)#page3.tif source=Woodstream - Trademark Security Agreement (Zareba Systems Inc.)#page4.tif source=Woodstream - Trademark Security Agreement (Zareba Systems Inc.)#page5.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2017 (this "Trademark Security Agreement"), is made by Zareba Systems, Inc., a Minnesota corporation (the "Grantor"), in favor of Ares Capital Corporation (in its individual capacity, "Ares"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 21, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Lenders from time to time party thereto, Ares, as administrative agent, collateral agent, and revolver agent for the Lenders and Ares Capital Management LLC and Varagon Capital Partners L.P. as joint lead arrangers and joint bookrunners, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of June 21, 2017, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark 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 grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- b. all renewals and extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;

d. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and

e. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States "intent to use" Trademark applications for which a statement of use or affidavit of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security 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 5. Successors and Assigns. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

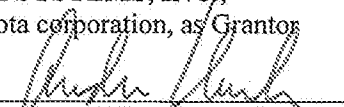
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of page intentionally blank; signature page follows -

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

Very truly yours,

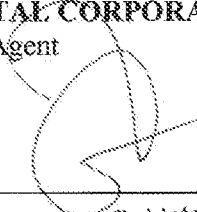
ZAREBA SYSTEMS, INC.,
a Minnesota corporation, as Grantor

By: 
Name: Andrew Church
Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED as of the date first above written:

ARES CAPITAL CORPORATION,
as Collateral Agent


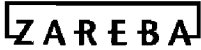

By: _____
Name: _____
Title: _____



Mitchell Goldstein
Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

| TRADEMARK | COUNTRY | APPL. NO. FILING DATE | REG. NO REG. DATE | GRANTOR |
|---|---------|--|-----------------------|----------------------|
| AMERICAN FARMWORKS AND DESIGN  | US | 74/312127 9/9/1992 | 1787943 8/17/1993 | ZAREBA SYSTEMS, INC. |
| BLITZER | US | 72/193394 5/13/1964 | 0786329 3/9/1965 | ZAREBA SYSTEMS, INC. |
| ELECTRIC SHEPHERD | US | 78/758344 11/21/2005 | 3532514 11/11/2008 | ZAREBA SYSTEMS, INC. |
| ELECTROLINE (STYLIZED) | US | 71/503460 6/7/1946 | 0506805 2/22/1949 | ZAREBA SYSTEMS, INC. |
| RED SNAP'R | US | 72/278233 8/14/1967 | 0865249 2/25/1969 | ZAREBA SYSTEMS, INC. |
| RED SNAPR | US | 73/194338 11/22/1978 | 1132132 4/1/1980 | ZAREBA SYSTEMS, INC. |
| ZAREBA | US | 76/133361 9/21/2000 | 2860569 7/6/2004 | ZAREBA SYSTEMS, INC. |
| ZAREBA | US | 76/130031 9/18/2000 | 2714106 5/6/2003 | ZAREBA SYSTEMS, INC. |
| ZAREBA AND DESIGN  | US | 78/283869 8/6/2003 | 3077388 4/4/2006 | ZAREBA SYSTEMS, INC. |
| AMERICAN FARMWORKS | US | 87375884 3/17/2017 Intent to Use | | ZAREBA SYSTEMS, INC. |
| AMERICAN FARM WORKS  | US | 87017511 4/28/2016 Intent to Use | | ZAREBA SYSTEMS, INC. |