

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petedge, Inc.		02/29/2016	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Citizens Business Capital, a division of Citizens Asset Finance, Inc., as Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 67			
Property Type	Number	Word Mark	
Registration Number:	4138680	ARIA	
Registration Number:	3811588	ADVANTEDGE	
Registration Number:	4432882	BEGOOD	
Registration Number:	3822371	BE GOOD TREAT COMPANY	
Registration Number:	2506846	BRIGHT MAGIC	
Registration Number:	2963927	CASUAL CANINE	
Registration Number:	1884488	CITRILUX	
Registration Number:	4252515	CLEAN GO PET	
Registration Number:	3521397	CLEARQUEST	
Registration Number:	1657124	CLIPPERCOOL	
Registration Number:	4347445	CONTROL BOWL	
Registration Number:	3702447	CRUISING COMPANION	
Registration Number:	2774161	DEDICATED TO BUILDING YOUR PET CARE BUSI	
Registration Number:	2500457	DERMED	
Registration Number:	3022825	EAST SIDE COLLECTION	
Registration Number:	2336610	EXTEND-A-LIFE	
Registration Number:	4393367	FUNDAMENTALS	
Registration Number:	3096169	GIGGLING PEEK-A-TREAT BALL	
Registration Number:	3528118	GRRIGGLES	
TRADEMARK			

OP \$1690.00 4138680

Property Type	Number	Word Mark
Registration Number:	3285286	GROOMERS.COM
Registration Number:	2988964	GUARDIAN GEAR
Registration Number:	4692636	GUARDIAN GEAR
Registration Number:	2899045	HEALTHY BAKER ALL NATURAL DOG BISCUITS
Registration Number:	3333217	IKARIA
Registration Number:	4892950	
Registration Number:	4138835	INTELLIPET
Registration Number:	4560995	LIVE LOVE WAG
Registration Number:	4797522	MASTER EQUIPMENT
Registration Number:	4363064	MASTER GROOMING TOOLS
Registration Number:	4598582	MAX & MAGGIE
Registration Number:	4790595	MAX & MAGGIE
Registration Number:	2500455	MEDISTYP
Registration Number:	4733268	MEGARUFF
Registration Number:	4422488	MEGA RUFFS
Registration Number:	4393108	MEGARUFFS
Registration Number:	2617144	NESERUM
Registration Number:	2620363	NEW ENGLAND SERUM COMPANY
Registration Number:	4365420	
Registration Number:	4287543	PET STUDIO
Registration Number:	4759263	PET STUDIO
Registration Number:	2698849	PETEDGE
Registration Number:	4204486	PETSTUDIO GIFTS FOR PETS & PET PEOPLE!
Registration Number:	2988694	PRODENTAL
Registration Number:	2500456	PROEAR
Registration Number:	4654860	PROEYE
Registration Number:	2575752	PROGLO
Registration Number:	2386092	PROSELECT
Registration Number:	3891383	PUZZLE STATION
Registration Number:	2874942	RANCH REWARDS
Registration Number:	3740329	SAVVY TABBY
Registration Number:	2577952	SILKOTE
Registration Number:	2575753	SUNGOLD
Registration Number:	2594070	TOP PERFORMANCE
Registration Number:	3052293	TOP PERFORMANCE
Registration Number:	3617225	U · GROOM
Registration Number:	4499290	WISE REWARDS
Registration Number:	4499289	WISE REWARDS

Property Type	Number	Word Mark
Registration Number:	3535298	ZACK & ZOEY
Registration Number:	4486209	ZACK & ZOEY
Registration Number:	2506847	ZANIES
Registration Number:	3316991	ZANIES
Registration Number:	3316990	ZANIES
Serial Number:	86768754	COOL PUP
Serial Number:	86768749	COOL PUP
Serial Number:	86475451	
Serial Number:	86739221	SLUMBER PET
Serial Number:	86816928	THERMAPET

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F161577

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 03/01/2016

Total Attachments: 15

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “Agreement”), dated as of February 29, 2016, is made by and between PETEDGE, INC., a Massachusetts corporation having a business location at the address set forth below next to its signature (the “Company”), and CITIZENS BUSINESS CAPITAL, a division of Citizens Asset Finance, Inc., as Administrative Agent and Collateral Agent (the “Agent”) for (i) itself, (ii) any other Lender party to the Loan Agreement, and (iii) any Product Provider (Agent, Lenders, Product Provider and Issuing Bank, collectively, the “Secured Parties”), and having a business location at the address set forth below next to its signature.

Recitals

A. Company, certain Affiliates of the Company, the Agent, Issuing Bank, and the Lenders are parties to a Loan and Security Agreement (as amended, supplemented or restated from time to time, the “Loan Agreement”) dated the same date as this Agreement.

B. As a condition to extending credit to or for the account of Company, Agent has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Agent (for the benefit of the Secured Parties) a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Agent with a replacement Exhibit A, which upon acceptance by Agent shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company’s or any Affiliate’s business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Agent with a replacement Exhibit B, which upon acceptance by Agent shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate

owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Agent of such item(s) and cause such Affiliate to execute and deliver to Agent a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Agent's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Agent: (i) sufficient written notice, of at least 30 days, to allow Agent to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Agent's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Agent gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Agent that it intends to abandon a Patent or Trademark, Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Agent's option, in Agent's own name) and may (but need not) take any and all

other actions which Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Agent in connection with or as a result of Agent's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Agent at the Default Rate.

(k) **Power of Attorney.** To facilitate Agent's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Agent, after and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and for so long as the same remains uncured, Agent may, at its option, take any or all of the following actions:

(a) Agent may exercise any or all remedies available under the Loan Agreement.

(b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, Company shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Agent shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Agent and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Agent, and Company waives notice of Agent's acceptance hereof. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

PETEDGE, INC.,
a Massachusetts corporation

By: 
Name: Andrew Katz
Title: President

**CITIZENS BUSINESS CAPITAL, A DIVISION
OF CITIZENS ASSET FINANCE, INC., AS
ADMINISTRATIVE AGENT AND
COLLATERAL AGENT**


By: 
Name: Peter Yelle
Title: VP

EXHIBIT A

Patent Registrations and Applications owned by any Company

TITLE	COUNTRY	APPLICATION NO./ APPLICATION DATE	PUBLICATION NO./ PUBLICATION DATE	PATENT NO./ PATENT DATE	OWNER
ANXIETY REDUCING ANIMAL GARMENT	USA	13/94-5361	20150020755	9072278	PETEDGE, INC.
		7/18/2013	1/22/2015	7/7/2015	
FOLDING PET RAMP AND STEPS	USA	11/758,906	20080302312	7621236	PETEDGE
		6/6/2007	12/11/2008	11/24/2009	
IMPROVED FOLDING PET RAMP AND STEPS DEVICE WITH TELESCOPING HANDLE	USA	13/667,460	20140123910	-	PETEDGE, INC
		11/2/2012	5/8/2014		
PET BOWL	USA	29/383549	-	D654230	PETEDGE, INC
		1/19/2011		2/14/2012	
PET BOWL WITH SIDE WALL CUT OUTS	USA	29/383547	-	D648904	PETEDGE, INC

		1/19/2011		11/15/2011 1	
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EXHIBIT B

Trademark Registrations and Applications owned by any Company

MARK	COUNTRY	STATUS	REG. NO.	REG. DATE	OWNER
ARIA	USA	Registered	4,138,680	5/8/2012	PetEdge, Inc.
ADVANTEDGE	USA	Registered	3,811,588	6/29/2010	PetEdge, Inc.
BEGOOD	USA	Registered	4,432,882	11/12/2013	PetEdge, Inc.
BE GOOD TREAT COMPANY	USA	Registered	3,822,371	7/20/2010	PetEdge, Inc.
BRIGHT MAGIC	USA	Registered	2,506,846	11/13/2001	PetEdge, Inc. (*Security Interest recorded July 2015 by Massachusetts Capital Resource Company AND June 2014 by Wells Fargo Bank, National Association)
CASUAL CANINE	USA	Registered	2,963,927	6/28/2005	PetEdge, Inc.
CITRILUX	USA	Registered	1,884,488	3/21/1995	PetEdge, Inc.
CLEAN GO PET	USA	Registered	4,252,515	12/04/2012	PetEdge, Inc.
CLEARQUEST	USA	Registered	3,521,397	10/21/2008	PetEdge, Inc.
CLIPPERCOOL	USA	Registered	1,657,124	9/17/1991	PetEdge, Inc.
CONTROL BOWL	USA	Registered	4,347,445	6/04/2013	PetEdge, Inc.

COOL PUP	USA	Pending	86/768,754	9/25/2015	PetEdge, Inc.
COOL PUP	USA	Pending	86/768,749	9/25/2015	PetEdge, Inc.
CRUISING COMPANION	USA	Registered	3,702,447	10/27/2009	PetEdge, Inc.
DEDICATED TO BUILDING YOUR PET CARE BUSINESS	USA	Registered	2,774,161	10/14/2003	PetEdge, Inc.
DERMED	USA	Registered	2,500,457	10/23/2001	PetEdge, Inc.
EAST SIDE COLLECTION	USA	Registered	3,022,825	12/06/2005	PetEdge, Inc.
EXTEND-A-LIFE	USA	Registered	2,336,610	3/28/2000	PetEdge, Inc.
FUNDAMENTALS	USA	Registered	4,393,367	8/27/2013	PetEdge, Inc.
GIGGLING PEEK-A-TREAT BALL	USA	Registered	3,096,169	5/23/2006	PetEdge, Inc.
GRRIGGLES	USA	Registered	3,528,118	11/04/2008	PetEdge, Inc.
GROOMERS.COM	USA	Registered	3,285,286	8/28/2007	PetEdge, Inc.
GUARDIAN GEAR	USA	Registered	2,988,964	8/30/2005	PetEdge, Inc.
GUARDIAN GEAR	USA	Registered	4,692,636	2/24/2015	PetEdge, Inc.
HEATHY BAKER ALL NATURAL DOG BISCUITS & DESIGN	USA	Registered	2,899,045	11/02/2004	PetEdge, Inc.
IKARIA	USA	Registered	3,333,217	11/13/2007	PetEdge, Inc.

Insect Design	Int'l Registration (China and European Community designated)	Registered	1,267,042	4/7/2015	PetEdge, Inc.
Insect Design	USA	Registered	4,892,950	1/26/2016	PetEdge, Inc.
Insect Design	USA	Allowed	86/475,451	12/9/2014	PetEdge, Inc.
INTELLIPET	USA	Registered	4,138,835	5/08/2012	PetEdge, Inc.
LIVE LOVE WAG	USA	Registered	4,560,995	7/01/2014	PetEdge, Inc.
MASTER EQUIPMENT	USA	Registered	4,797,522	8/25/2015	PetEdge, Inc.
MASTER GROOMING TOOLS	USA	Registered	4,363,064	7/09/2013	PetEdge, Inc.
MAX & MAGGIE	USA	Registered	4,598,582	9/2/2014	PetEdge, Inc.
MAX & MAGGIE	USA	Registered	4,790,595	8/11/2015	PetEdge, Inc.
MEDISTYP	USA	Registered	2,500,455	10/23/2001	PetEdge, Inc.
MEGARUFF	USA	Registered	4,733,268	12/2/2014	PetEdge, Inc.
MEGA RUFFS	USA	Registered	4,422,488	10/22/2013	PetEdge, Inc.
MEGARUFFS	USA	Registered	4,393,108	8/27/2013	PetEdge, Inc.
NESERUM	USA	Registered	2,617,144	9/10/2002	PetEdge, Inc.
NEW ENGLAND SERUM COMPANY	USA	Registered	2,620,363	9/17/2002	PetEdge, Inc.

Paw Print in a Raindrop Design	USA	Registered	4,365,420	7/09/2013	PetEdge, Inc.
PET STUDIO	USA	Registered	4,287,543	2/12/2013	PetEdge, Inc.
PET STUDIO	USA	Registered	4,759,263	6/23/15	PetEdge, Inc.
PETEDGE	Canada	Registered	TMA591516	10/03/2003	PetEdge, Inc.
PETEDGE	China (People's Republic)	Registered	5,246,005	6/14/2009	PetEdge, Inc.
PETEDGE	European Community	Registered	3,051,661	11/16/2004	PetEdge, Inc.
PETEDGE	Japan	Registered	4,773,504	5/28/2004	PetEdge, Inc.
PETEDGE	United Kingdom	Registered	2,297,475	12/13/2002	PetEdge, Inc.
PETEDGE	USA	Registered	2,698,849	3/18/2003	PetEdge, Inc.
PETSTUDIO GIFTS FOR PETS & PET PEOPLE & DOG DESIGN	USA	Registered	4,204,486	9/11/2012	PetEdge, Inc.
PRODENTAL	USA	Registered	2,988,694	8/30/2005	PetEdge, Inc.
PROEAR	USA	Registered	2,500,456	10/23/2001	PetEdge, Inc.
PROEYE	USA	Registered	4,654,860	12/16/2014	PetEdge, Inc.
PROGLO	USA	Registered	2,575,752	6/04/2002	PetEdge, Inc.
PROSELECT	USA	Registered	2,386,092	9/12/2000	PetEdge, Inc.

PUZZLE STATION	USA	Registered	3,891,383	12/14/2010	PetEdge, Inc.
RANCH REWARDS	USA	Registered	2,874,942	8/17/2004	PetEdge, Inc.
SAVVY TABBY	USA	Registered	3,740,329	1/19/2010	PetEdge, Inc.
SILKOTE	USA	Registered	2,577,952	6/11/2002	PetEdge, Inc.
SLUMBER PET Design	USA	Pending	86/739,221	8/27/2015	PetEdge, Inc.
SUNGOLD	USA	Registered	2,575,753	6/04/2002	PetEdge, Inc.
THERMAPET	USA	Pending	86/816,928	11/11/2015	PetEdge, Inc.
TOP PERFORMANCE	USA	Registered	2,594,070	7/16/2002	PetEdge, Inc.
TOP PERFORMANCE	China (People's Republic)	Pending	16003249	12/24/2014	PetEdge, Inc.
TOP PERFORMANCE & DESIGN	USA	Registered	3,052,293	1/31/2006	PetEdge, Inc.
U GROOM & DESIGN	USA	Registered	3,617,225	5/05/2009	PetEdge, Inc.
WISE REWARDS	USA	Registered	4,499,290	3/18/2014	PetEdge, Inc.
WISE REWARDS and Design	USA	Registered	4,499,289	3/18/2014	PetEdge, Inc.
ZACK & ZOEY	USA	Registered	3,535,298	11/18/2008	PetEdge, Inc.
ZACK & ZOEY	USA	Registered	4,486,209	2/18/2014	PetEdge, Inc.
ZANIES	USA	Registered	2,506,847	11/13/2001	PetEdge, Inc.

ZANIES & DESIGN	USA	Registered	3,316,991	10/23/2007	PetEdge, Inc.
ZANIES & DESIGN	USA	Registered	3,316,990	10/23/2007	PetEdge, Inc.

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