

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365329

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Salus Capital Partners, LLC		11/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Worldwise, Inc.		
<b>Street Address:</b>	6 Hamilton Landing		
<b>City:</b>	Novato		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94949		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Quaker Pet Group, Inc.		
<b>Street Address:</b>	2601 Blake Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80205		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Quaker Dog, LLC		
<b>Street Address:</b>	2601 Blake Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80205		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	QPG Sherpa, LLC		
<b>Street Address:</b>	2601 Blake Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80205		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	QPG Blake Street, LLC		
<b>Street Address:</b>	2601 Blake Street		
<b>City:</b>	Denver		

CH \$1090.00 4740564

<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80205
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 43**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	4740564	LOCO LASER
<b>Registration Number:</b>	4725440	WILD THING
<b>Registration Number:</b>	4725441	PURE COMMOTION
<b>Registration Number:</b>	4725442	HOT PURSUIT
<b>Registration Number:</b>	4725450	STERLING
<b>Registration Number:</b>	4725457	PRIZE
<b>Registration Number:</b>	4672827	SAFETY SUITE
<b>Registration Number:</b>	4251485	SUPERCAT
<b>Registration Number:</b>	4251484	SUPERCAT
<b>Registration Number:</b>	4296346	UNIMALS
<b>Registration Number:</b>	3995297	HEAR DOGGY
<b>Registration Number:</b>	3528562	SAVE MY PLANET
<b>Registration Number:</b>	3528561	SAVE MY PLANET
<b>Registration Number:</b>	3528560	SAVE MY PLANET
<b>Registration Number:</b>	3661346	PET NEW YORK
<b>Registration Number:</b>	2750914	
<b>Registration Number:</b>	4498335	CAT'S CLUB
<b>Registration Number:</b>	4191316	CHEW TUFF TECHNOLOGY
<b>Registration Number:</b>	4191314	CHEW TUFF
<b>Registration Number:</b>	4296024	SILVER TAILS
<b>Registration Number:</b>	2794845	BOTTOM'S UP LEASH
<b>Registration Number:</b>	2852906	CLOAK & DAWGGIE
<b>Registration Number:</b>	2607001	NEW YORK DOG
<b>Registration Number:</b>	2568675	NEW YORK DOG
<b>Registration Number:</b>	3864203	FOX & HOUNDS
<b>Registration Number:</b>	3774359	GUARANTEED ON-BOARD
<b>Registration Number:</b>	3802160	GUARANTEED ON-BOARD
<b>Registration Number:</b>	3774358	GUARANTEED ON-BOARD
<b>Registration Number:</b>	3774357	GUARANTEED ON-BOARD
<b>Registration Number:</b>	3774356	GUARANTEED ON-BOARD
<b>Registration Number:</b>	3774355	GUARANTEED ON-BOARD
<b>Registration Number:</b>	3774354	GUARANTEED ON-BOARD
<b>Registration Number:</b>	3774353	GUARANTEED ON-BOARD

Property Type	Number	Word Mark
Registration Number:	3783695	FIRST TO FLY
Registration Number:	3780421	FIRST TO FLY
Registration Number:	3743501	GUARANTEED ON BOARD
Registration Number:	3774345	GUARANTEED ON BOARD
Registration Number:	3836543	GODOG TOUGH FOR FUN
Registration Number:	3836542	GODOG
Registration Number:	3509601	CHEW GUARD TECHNOLOGY
Serial Number:	86334822	FEATHER WHIRL
Serial Number:	86337441	MYSTERY MOTION
Serial Number:	86385585	ECO ADVANTAGES

**CORRESPONDENCE DATA**

**Fax Number:** 6173453299

*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:** 6173453000

**Email:** trademarks@burnslev.com

**Correspondent Name:** Deborah J. Peckham, Burns & Levinson LLP

**Address Line 1:** 125 Summer Street

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	47105-4
<b>NAME OF SUBMITTER:</b>	Deborah J Peckham
<b>SIGNATURE:</b>	/Deborah J Peckham/
<b>DATE SIGNED:</b>	12/11/2015

**Total Attachments: 11**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “**Release**”) is made as of November 30, 2015, by and between Worldwide, Inc., a Delaware corporation (“**Worldwise**”), Quaker Pet Group, Inc., a Delaware corporation (“**Quaker Pet**”), Quaker Dog, LLC, a Delaware limited liability company (“**Quaker Dog**”), QPG Sherpa, LLC, a Delaware limited liability company (“**QPG Sherpa**”) and QPG Blake Street, LLC, a Delaware limited liability company (“**QPG Blake**”, and together with Worldwide, Quaker Pet, Quaker Dog and QPG Sherpa, the “**Pledgors**”) and Salus Capital Partners, LLC, in its capacity as administrative agent and collateral agent (in such capacities, “**Agent**”) under the Credit Agreement (as defined below).

**WHEREAS**, pursuant to the terms and conditions of that certain Security Agreement (the “**Security Agreement**”) and that certain Credit Agreement (the “**Credit Agreement**”), each dated January 15, 2014 (as the same may have been amended, modified, extended or restated from time to time) to which Pledgors and Agent were parties, (i) Worldwide and Agent entered into that certain Grant of Security Interest in Trademarks on January 15, 2014 (the “**2014 Trademark Security Agreement**”) and (ii) Pledgors and Agent entered into that certain Grant of Security Interest in Trademarks on May 27, 2015 (the “**2015 Trademark Security Agreement**” and together with the 2014 Trademark Security Agreement, the “**Trademark Security Agreements**”);

**WHEREAS**, pursuant to the terms and conditions of the Trademark Security Agreements, the Security Agreement, and the Credit Agreement, Pledgors granted to Agent on behalf of the secured parties a continuing security interest in and to, and lien on, all of Pledgors’ right, title and interest in, to and under certain Marks (as defined in the Trademark Security Agreements), including, without limitation, the trademarks set forth on Schedule A attached hereto (the “**Trademarks**”);

**WHEREAS**, (i) the 2014 Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office (“**USPTO**”) on January 22, 2014 at Reel/Frame 5196/0615 and (ii) the 2015 Trademark Security Agreement was recorded with the USPTO on May 28, 2015 at Reel/Frame 5524/0941;

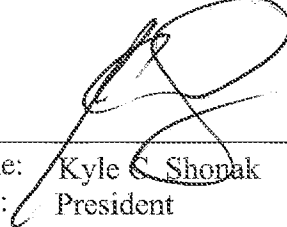
**WHEREAS**, Agent desires to terminate all such security interests, and to execute and deliver to Pledgors all deeds, assignments and other instruments as may be reasonably necessary to release the security interests relating to the Trademarks.

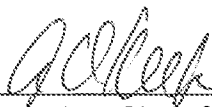
**NOW, THEREFORE**, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent on behalf of itself and the secured parties, hereby terminates the Trademark Security Agreements, the Security Agreement, and the Credit Agreement, and relinquishes unto Pledgors the continuing security interest in, and lien on, the Trademarks and otherwise assigns, grants and conveys to Pledgors, without recourse, any and all right, title and interest the Agent or the secured parties may have in, to or under to the Trademarks in order to revest in Pledgors full and unencumbered title to said Trademarks.

[Signature page follows.]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized signatory as of the date first written above.

SALUS CAPITAL PARTNERS, LLC

By:   
Name: Kyle C. Shonak  
Title: President

By:   
Name: Ann O'Keefe  
Title: Senior Vice President

**Schedule A**

<b>Country</b>	<b>Mark</b>	<b>Reg. No. / Serial No.</b>	<b>Reg. Date / App. Date</b>
United States	BENEFITBITZ	3,788,794	5/11/2010
United States	BENEFITBONES	3,788,793	5/11/2010
United States	BETTER PRODUCTS, BETTER PLANET	2,901,283	11/9/2004
United States	BLOCKS (logo)	3,857,569	10/5/10
United States	BOBBLEBOPS	3,086,635	4/25/2006
United States	BOTTLE BUDDY	4,351,369	6/11/13
United States	BOTTLEBUDDY	4,355,215	6/18/13
United States	BUBBLENIP	2,814,845	2/17/2004
United States	BUNGEE BUDDY	3,005,151	10/4/2005
United States	CATNIP ATTRACTION SYSTEM	3,786,276	5/4/2010
United States	CATNIP CONVERTIBLE	2,973,739	7/19/2005
United States	CHEESECHASERS	2,824,754	3/23/2004
United States	CLOSED LOOP	4,207,953	9/11/12
United States	COMFYCORNERS	3,309,605	10/9/2007
United States	COMPLETE NEEDS	3,275,734	8/7/2007
United States	COZYCLAMSHELL	3,617,638	5/5/2009
United States	COZYCOUCH	3,782,844	4/27/2010
United States	DEEPERSLEEPER	2,926,705	2/15/2005
United States	DOGTRONICS	3,632,631	6/2/2009
United States	DREAMSCRATCHER	3,881,760	11/23/10
United States	ECO ADVANTAGES & Design	2,876,588	8/24/2004
United States	ECOREST	2,816,792	2/24/2004
United States	FLUTTERBALLS	2,814,851	2/17/2004
United States	FLUTTERFLIP	2,814,848	2/17/2004
United States	FLUTTERFRENZY	3,545,271	12/9/2008
United States	FUZZYFINS	2,814,850	2/17/2004
United States	ISCRATCH	3,543,950	12/9/2008
United States	KITTYKARNIVAL	2,816,793	2/24/2004
United States	LOCO!LASER	3,985,170	6/28/11
United States	LOCO!MOTION	3,552,094	12/23/2008
United States	PANIC MOUSE	2,680,830	1/28/03
United States	PAWS N PURRS	2,816,789	2/24/2004
United States	PET TESTED, PARENT APPROVED	85/849,189	Filed: 2/13/13
United States	PET TESTED, PET PARENT APPROVED	85/849,219	Filed: 2/13/13
United States	PETLINKS	3,683,440	9/15/2009
United States	PETLINKS	85/839,146	Filed: 2/1/13
United States	POOCHPLANET	2,894,470	10/19/2004
United States	POOCHPLANET	85/839,138	Filed: 2/1/13

Country	Mark	Reg. No. / Serial No.	Reg. Date / App. Date
United States	POOCHPLANET BASICS	4,355,269	6/18/13
United States	PURRBALL	2,814,847	2/17/2004
United States	PURRFACT	2,814,849	2/17/2004
United States	PURR-PET-UAL MOTION	3,463,024	7/8/2008
United States	PUZZLE LOGO – HUNT PETLINKS SYSTEM NUTRITION REST STIMULATION SAFETY EXERCISE HYGIENE INDEPENDENCE TREATS INTERACTION HUNT PRIVACY SCRATCH & Design	4,134,845	5/1/12
United States	PUZZLE LOGO – SCRATCH PETLINKS SYSTEM NUTRITION REST STIMULATION SAFETY EXERCISE HYGIENE INDEPENDENCE TRATS INTERACTION HUNT PRIVACY SCRATCH & Design	4,134,844	5/1/12
United States	PUZZLE LOGO – STIMULATION PETLINKS SYSTEM NUTRITION REST STIMULATION SAFETY EXERCISE HYGIENE INDEPENDENCE TREATS INTERACTION HUNT PRIVACY SCRATCH & Design	4,134,846	5/1/12
United States	RUNAWAY RASCAL	3,540,858	12/2/2008
United States	SCENTS OF SECURITY	4,355,226	6/18/13
United States	SCENTS OF SECURITY	4,355,227	6/18/13
United States	SCRATCHPOD	3,543,949	12/9/2008
United States	SLYDOG	3,977,559	6/14/2011

Country	Mark	Reg. No. / Serial No.	Reg. Date / App. Date
United States	SMARTYKAT	3,160,912	10/17/2006
United States	SMARTYKAT	85/839,150	Filed: 2/1/13
United States	SNAP2IT!	3,825,521	7/27/10
United States	SNAP2IT! (for pet furniture and cat scratching post)	3,971,596	5/31/11
United States	SNAZZYKAT	3,088,726	5/2/2006
United States	SUPERSCRATCHER	2,876,590	8/24/2004
United States	SUPERSCRATCHER+	3,548,359	12/16/2008
United States	SWEETGREENS	2,816,794	2/24/2004
United States	THERMACARE	3,080,668	4/11/2006
United States	TIDY TIME	3,842,313	8/31/10
United States	TRUSTY PUP	85/940,104	Filed: 5/22/13
United States	TRUSTYPUP	85/940,025	Filed: 5/22/13
United States	UNDERCOVER MOUSE	3,473,302	7/22/08
United States	WHEEL LOGO – HUNT COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	4,134,812	5/1/12
United States	WHEEL LOGO – HYGIENE COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	4,134,809	5/1/12





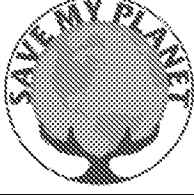


Country	Mark	Reg. No. / Serial No.	Reg. Date / App. Date
United States	WHEEL LOGO – INDEPENDENCE COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	4,134,815	5/1/12
United States	WHEEL LOGO – REST COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	4,134,814	5/1/12
United States	WHEEL LOGO – SCRATCH COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	4,134,808	5/1/12

Country	Mark	Reg. No. / Serial No.	Reg. Date / App. Date
United States	WHEEL LOGO – STIMULATION COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	4,134,813	5/1/12
United States	WILDSTREAK	2,814,852	2/17/2004
United States	WORLDWISE	1,794,463	9/21/1993
United States	WORLDWISE	2,912,143	12/21/2004
United States	WORLDWISE & Design	2,912,144	12/21/2004
United States	FULL CIRCLE	4,092,392	1/24/2012
United States	FULL CIRCLE	4,088,994	1/17/2012
United States	PETLINKS (Classes 005, 008, 020, 021, 027)	4756833	6/16/15
United States	SMARTYKAT (Classes 005, 008, 027)	4736186	5/12/15


Jurisdiction	Mark	Reg. No. / Serial No.	Reg. Date / App. Date	Reg. No.	Reg. Date
United States	SMARTYKAT	86/231,414	03/25/2014		
United States	LOCOLASER	86/244,718	04/07/2014	4740564	05/19/2015
United States	FEATHER WHIRL	86/334,822	07/11/2014	4757534	06/16/2015
United States	WILD THING	86/337,393	07/15/2014	4725440	04/21/2015
United States	PURE COMMOTION	86/337,416	07/15/2014	4725441	04/21/2015
United States	LOCO MOTION	86/337,431	07/15/2014		
United States	MYSTERY MOTION	86/337,441	07/15/2014	4757540	06/16/2015
United States	HOT PURSUIT	86/337,458	07/15/2014	4725442	04/21/2015







Jurisdiction	Mark	Reg. No. / Serial No.	Reg. Date / App. Date	Reg. No.	Reg. Date
United States	STERLING	86/363,311	08/11/2014	4725450	04/21/2015
United States	ECO ADVANTAGES	86/385,585	09/04/2014	4757661	06/16/2015
United States	PRIZE	86/406,487	09/25/2014	4725457	04/21/2015
United States	SUPER SCRATCHER+	86/435,790	10/27/2014		
United States	WISEBOND	86/527,652	02/06/2015		
United States	TRUSTYPUP	86/536,896	02/17/2015		
United States	ROAMING RUNNER	86/570,047	03/19/2015		
United States	ECO ADVANTAGES	86/588,782	04/06/2015		
Canada	SMARTYKAT	1665487	02/26/2014	TMA903615	05/14/2015
Canada	PETLINKS	1665488	02/26/2014		
European Community	PETLINKS	012922464	05/29/2014	012922464	10/15/2014
Australia	PETLINKS	1617437	04/16/2014		
China	PETLINKS	14593881	06/09/2014		
Australia	PETLINKS	1625681	05/30/2014	03/24/2015	1625681
Canada	SMARTYKAT	1695627	09/26/2014		
China	SMARTYKAT	15430572	09/28/2015		
Canada	FEATHER WHIRL	1702605	11/13/2014		
European Community	FEATHER WHIRL	013465661	11/17/2014	013465661	03/03/2015
Mexico	PETLINKS	M1490762	09/01/2014	1473791	07/30/2015




Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	SAFETY SUITE	86108919	11/03/2013	4672827	01/13/2015
United States	SUPERCAT (Class 28)	85513476	01/10/2012	4251485	11/27/2012
United States	SUPERCAT (Class 31)	85513465	01/10/2012	4251484	11/27/2012
United States	UNIMALS	85471010	11/11/2011	4296346	02/26/2013
United States	HEAR DOGGY	85192196	12/07/2010	3995297	07/12/2011

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
United States		77232656	07/18/2007	3528562	11/04/2008
United States		77232646	07/18/2007	3528561	11/04/2008
United States		77232635	07/18/2007	3528560	12/04/2008
United States	<b>PET NEW YOR</b> 	77154809	04/12/2007	3661346	07/28/2009
United States		76194505	01/16/2001	2750914	08/12/2003

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	GODOG	86401770	09/22/2014	n/a	n/a
United States	GODOG	86401765	09/22/2014	n/a	n/a
United States	GODOG	86401754	09/22/2014	n/a	n/a
United States	GODOG	86401744	09/22/2014	n/a	n/a
United States	GODOG	86401736	09/22/2014	n/a	n/a
United States	GODOG	86401716	09/22/2014	n/a	n/a
United States	GODOG	86401690	09/22/2014	n/a	n/a
United States	CAT'S CLUB	85011704	04/12/2010	4498335	03/18/2014
United States	CHEW TUFF TECHNOLOG Y	85170087	11/05/2010	4191316	08/14/2012
United States	CHEW TUFF	85170017	11/05/2010	4191314	08/14/2012
United States	SILVER TAILS	85158781	10/22/2010	4296024	02/26/2013
United States	BOTTOM'S UP LEASH	78193086	12/10/2002	2794845	12/16/2003
United States	CLOAK &	76500291	03/25/2003	2852906	06/15/2004

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
	DOGGIE & Design <i>cloak &amp; dawggy</i>				
United States	NEW YORK  do	76194504	01/16/2001	2607001	08/13/2002
United States	NEW YORK DOG	76194503	01/16/2001	2568675	05/07/2002

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	FOX & HOUNDS	77964262	03/21/2010	3864203	10/19/2010
United States	GUARANTEED ON-BOARD 	77781177	07/14/2009	3774359	04/13/2010
United States	GUARANTEED ON-BOARD 	77781173	07/14/2009	3802160	06/15/2010
United States	GUARANTEED ON-BOARD 	77781167	07/14/2009	3774358	04/13/2010
United States	GUARANTEED ON-BOARD 	77781141	07/14/2009	3774357	04/13/2010
United States	GUARANTEED ON-BOARD 	77781119	07/14/2009	3774356	04/13/2010
United States	GUARANTEED ON-BOARD 	77781087	07/14/2009	3774355	04/13/2010
United States	GUARANTEED ON-BOARD	77781082	07/14/2009	3774354	04/13/2010

					
United States	GUARANTEED ON-BOARD 	77781068	07/14/2009	3774353	04/13/2010
United States	FIRST TO FLY	77775436	07/07/2009	3783695	05/04/2010
United States	FIRST TO FLY	77775431	07/07/2009	3780421	04/27/2010
United States	GUARANTEED ON BOARD	77775416	07/07/2009	3743501	01/26/2010
United States	GUARANTEED ON BOARD	77775386	07/07/2009	3774345	04/13/2010
United States	GODOG TOUGH FOR FUN 	77574258	09/19/2008	3836543	08/24/2010
United States	GODOG	77574201	09/19/2008	3836542	08/24/2010
United States	CHEW GUARD TECHNOLOGY	77213545	06/22/2007	3509601	09/30/2008

Schedule A