

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PetEdge, Inc.		08/21/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	311 S. Wacker Dr., Ste 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 67			
Property Type	Number	Word Mark	
Registration Number:	5139310	DOUBLEHIDES	
Registration Number:	5169257	SLUMBER PET	
Registration Number:	5106667	THERMAPET	
Registration Number:	5068463	MEOW TOWN	
Registration Number:	5068462	PAW EARTH	
Registration Number:	5068460		
Registration Number:	4965576		
Registration Number:	4892950		
Registration Number:	4790595	MAX & MAGGIE	
Registration Number:	4759263	PET STUDIO	
Registration Number:	4692636	GUARDIAN GEAR	
Registration Number:	4733268	MEGARUFF	
Registration Number:	4598582	MAX & MAGGIE	
Registration Number:	4499290	WISE REWARDS	
Registration Number:	4499289	WISE REWARDS	
Registration Number:	4486209	ZACK & ZOEY	
Registration Number:	4560995	LIVE LOVE WAG	
Registration Number:	4393367	FUNDAMENTALS	
Registration Number:	4422488	MEGA RUFFS	
TRADEMARK			

OP \$1690.00 5139310

Property Type	Number	Word Mark
Registration Number:	4393108	MEGARUFFS
Registration Number:	4365420	
Registration Number:	4347445	CONTROL BOWL
Registration Number:	4363064	MASTER GROOMING TOOLS
Registration Number:	4797522	MASTER EQUIPMENT
Registration Number:	4138835	INTELLIPET
Registration Number:	4654860	PROEYE
Registration Number:	4252515	CLEAN GO PET
Registration Number:	4138680	ARIA
Registration Number:	4204486	PETSTUDIO GIFTS FOR PETS & PET PEOPLE!
Registration Number:	4287543	PET STUDIO
Registration Number:	4432882	BEGOOD
Registration Number:	2874942	RANCH REWARDS
Registration Number:	2963927	CASUAL CANINE
Registration Number:	2988964	GUARDIAN GEAR
Registration Number:	2774161	DEDICATED TO BUILDING YOUR PET CARE BUSI
Registration Number:	2698849	PETEDGE
Registration Number:	3891383	PUZZLE STATION
Registration Number:	3535298	ZACK & ZOEY
Registration Number:	3740329	SAVVY TABBY
Registration Number:	3617225	U · GROOM
Registration Number:	3702447	CRUISING COMPANION
Registration Number:	3316991	ZANIES
Registration Number:	3316990	ZANIES
Registration Number:	3521397	CLEARQUEST
Registration Number:	3528118	GRRIGGLES
Registration Number:	3285286	GROOMERS.COM
Registration Number:	3333217	IKARIA
Registration Number:	3022825	EAST SIDE COLLECTION
Registration Number:	2988694	PRODENTAL
Registration Number:	3052293	TOP PERFORMANCE
Registration Number:	2899045	HEALTHY BAKER ALL NATURAL DOG BISCUITS
Registration Number:	2620363	NEW ENGLAND SERUM COMPANY
Registration Number:	2506847	ZANIES
Registration Number:	2506846	BRIGHT MAGIC
Registration Number:	2577952	SILKOTE
Registration Number:	2575753	SUNGOLD
Registration Number:	2500457	DERMED

Property Type	Number	Word Mark
Registration Number:	2500456	PROEAR
Registration Number:	2575752	PROGLO
Registration Number:	2500455	MEDISTYP
Registration Number:	2617144	NESERUM
Registration Number:	2594070	TOP PERFORMANCE
Registration Number:	2386092	PROSELECT
Registration Number:	2336610	EXTEND-A-LIFE
Registration Number:	1884488	CITRILUX
Registration Number:	1657124	CLIPPERCOOL
Serial Number:	86768754	COOL PUP

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7537.021

NAME OF SUBMITTER: Sharon Patterson

SIGNATURE: /sharon patterson/

DATE SIGNED: 08/23/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed by PETEDGE, INC. ("Grantor") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with a Guaranty and Collateral Agreement dated as of August 21, 2017, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest

in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9 102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

"Trademarks" means (a) all trademarks, trade names, corporate names, Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

PETEDGE, INC.

a Massachusetts corporation, as a Grantor

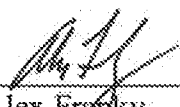
By: 

Name: Andrew S. Katz

Title: President

Acknowledged:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent**

By: 
Name: Alex Franky
Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Trademark Registrations:

MARK	REGISTRATION NUMBER	DATE
DOUBLEHIDES	5139310	2/7/17
SLUMBER PET	5169257	3/28/17
THERMAPET	5106667	3/28/17
MEOW TOWN	5068463	10/25/16
PAW EARTH	5068462	10/25/16
[Design Only]	5068460	10/25/16
[Design Only]	4965576	5/24/16
[Design Only]	4892950	1/26/16
MAX & MAGGIE	4790595	8/11/15
PET STUDIO	4759263	6/23/15
GUARDIAN GEAR	4692636	2/24/15
MEGARUFF	4733268	5/5/15
MAX & MAGGIE	4598582	9/2/14
WISE REWARDS	4499290	3/18/14
WISE REWARDS	4499289	3/18/14
ZACK & ZOEY	4486209	2/18/14
LIVE LOVE WAG	4560995	7/1/14
FUNDAMENTALS	4393367	8/27/13
MEGA RUFFS	4422488	10/22/13
MEGARUFFS	4393108	8/27/13
[Design Only]	4365420	7/9/13
CONTROL BOWL	4347445	6/4/13
MASTER GROOMING TOOLS	4363064	7/9/13
MASTER EQUIPMENT	4797522	8/25/15
INTELLIPET	4138835	5/8/12
PROEYE	4654860	12/16/14
CLEAN GO PET	4252515	12/4/12
ARIA	4138680	5/8/12
PETSTUDIO GIFTS FOR PETS & PET PEOPLE	4204486	9/11/12
PET STUDIO	4287543	2/12/13
BEGOOD	4432882	11/12/13
RANCH REWARDS	2874942	8/17/04
CASUAL CANINE	2963927	6/28/05
GUARDIAN GEAR	2988964	8/30/05
DEDICATED TO BUILDING YOUR PET CARE	2774161	10/14/03

BUSINESS		
PETEDGE	2698849	3/18/03
PUZZLE STATION	3891383	12/14/10
ZACK & ZOEY	3535298	11/18/08
SAVVY TABBY	3740329	1/19/10
U · GROOM	3617225	5/5/09
CRUISING COMPANION	3702447	10/27/09
ZANIES	3316991	10/23/07
ZANIES	3316990	10/23/07
CLEARQUEST	3521397	10/21/08
GRRIGGLES	3528118	11/4/08
GROOMERS.COM	3285286	8/28/07
IKARIA	3333217	11/13/07
EAST SIDE COLLECTION	3022825	12/6/05
PRODENTAL	2988694	8/30/05
TOP PERFORMANCE	3052293	1/31/06
HEALTHY BAKER ALL NATURAL DOG BISCUITS	2899045	11/2/04
NEW ENGLAND SERUM COMPANY	2620363	9/17/02
ZANIES	2506847	11/13/01
BRIGHT MAGIC	2506846	11/13/01
SILKOTE	2577952	6/11/02
SUNGOLD	2575753	6/4/02
DERMED	2500457	10/23/01
PROEAR	2500456	10/23/01
PROGLO	2575752	6/4/02
MEDISTYP	2500455	10/23/01
NESERUM	2617144	9/10/02
TOP PERFORMANCE	2594070	7/16/02
PROSELECT	2386092	9/12/00
EXTEND-A-LIFE	2336610	3/28/00
CITRILUX	1884488	3/21/95
CLIPPERCOOL	1657124	9/17/91
PETEDGE	TMA591516	10/3/03

Trademark Applications:

MARK	APPLICATION NUMBER	DATE
COOL PUP	86768754	9/25/15