

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worldwise, Inc.		03/23/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Wingspire Capital LLC		
Street Address:	13010 Morris Road, Building One, Suite 175		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 72			
Property Type	Number	Word Mark	
Registration Number:	1649499	SHERPA'S PET TRADING COMPANY	
Registration Number:	2213134	SHERPA'S TRADING COMPANY	
Registration Number:	2044070	SHERPA'S PET TRADING COMPANY	
Registration Number:	2574335	SHERPA CLASSIC TRAVELER	
Registration Number:	2680830	PANIC MOUSE	
Registration Number:	2814845	BUBBLENIP	
Registration Number:	2894470	POOCHPLANET	
Registration Number:	2814846	SURFACESAVER	
Registration Number:	2912143	WORLDWISE	
Registration Number:	2912144	WORLDWISE	
Registration Number:	2816792	ECOREST	
Registration Number:	2816793	KITTYKARNIVAL	
Registration Number:	2814851	FLUTTERBALLS	
Registration Number:	2816794	SWEETGREENS	
Registration Number:	2876590	SUPERSCRATCHER	
Registration Number:	2901283	BETTER PRODUCTS, BETTER PLANET	
Registration Number:	3275734	COMPLETE NEEDS	
Registration Number:	3683440	PETLINKS	
Registration Number:	3509601	CHEW GUARD TECHNOLOGY	

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Property Type	Number	Word Mark
Registration Number:	3836542	GODOG
Registration Number:	3836543	GODOG TOUGH FOR FUN
Registration Number:	3774345	GUARANTEED ON BOARD
Registration Number:	3743501	GUARANTEED ON BOARD
Registration Number:	3774356	GUARANTEED ON-BOARD
Registration Number:	3080668	THERMACARE
Registration Number:	3050155	SHERPA SINCE 1989
Registration Number:	3160912	SMARTYKAT
Registration Number:	3548359	SUPERSCRATCHER +
Registration Number:	3552094	LOCO!MOTION
Registration Number:	3977559	SLYDOG
Registration Number:	3995297	HEAR DOGGY
Registration Number:	4515984	PETLINKS
Registration Number:	4744071	SMARTYKAT
Registration Number:	4736186	SMARTYKAT
Registration Number:	4756833	PETLINKS
Registration Number:	4886434	SMARTYKAT
Registration Number:	4740564	LOCO LASER
Registration Number:	4757534	FEATHER WHIRL
Registration Number:	4725440	WILD THING
Registration Number:	4725441	PURE COMMOTION
Registration Number:	4923549	LOCO MOTION
Registration Number:	4757540	MYSTERY MOTION
Registration Number:	4725442	HOT PURSUIT
Registration Number:	4725450	STERLING
Registration Number:	4757661	ECO ADVANTAGES
Registration Number:	4725457	PRIZE
Registration Number:	4933409	SUPER SCRATCHER+
Registration Number:	5042018	TRUSTYUPUP
Registration Number:	4848051	ROAMING RUNNER
Registration Number:	4872080	ECO ADVANTAGES
Registration Number:	5044993	GUARANTEED ON-BOARD
Registration Number:	4581544	TRUSTYUPUP
Registration Number:	4947819	SMARTYKAT
Registration Number:	5134621	SIMPLY SCRATCH
Registration Number:	4766078	SMARTYKAT
Registration Number:	5121297	SCREWBALLZ
Registration Number:	5355924	TOUGH CORE TECHNOLOGY

Property Type	Number	Word Mark
Registration Number:	5371871	
Registration Number:	5394223	SHERPA
Registration Number:	5335367	GODOG TOUGH FOR FUN
Registration Number:	5764173	HAPPYNIP
Registration Number:	5603037	ROPETEK
Registration Number:	5880718	
Registration Number:	6037616	SHERPA
Registration Number:	5795623	STERLING
Registration Number:	5786091	SUPER SCRATCHER
Registration Number:	5789891	STERLING
Registration Number:	5843536	GUARANTEED ON-BOARD
Serial Number:	90449369	SANTA'S HELPER SMARTYKAT
Serial Number:	90456194	MATTRESS EDITION
Serial Number:	90563475	MORE FUN. LESS GERMS.
Registration Number:	2814852	WILDSTREAK

CORRESPONDENCE DATA

Fax Number:

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: 6785537344
Email: sinnottm@gtlaw.com
Correspondent Name: Matthew Sinnott
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	188041.011300
NAME OF SUBMITTER:	Matthew Sinnott
SIGNATURE:	/Matthew Sinnott/
DATE SIGNED:	03/23/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2021 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this “Agreement”), between WORLDWISE, INC., a California corporation (the “Grantor”), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of March 23, 2021, by and among Grantor, MISTRAL WORLDWISE HOLDINGS, INC., a Delaware corporation (“Holdings”), WORLDWISE HOLDINGS, INC., a Delaware corporation (“Intermediate Holdings”), the Subsidiaries of Grantor from time to time party thereto as “Borrowers” (Grantor, together with such subsidiaries each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the Subsidiaries of Grantor from time to time party thereto as “Guarantors” (together with Holdings and Intermediate Holdings, each, a “Guarantor” and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), and (b) the Pledge and Security Agreement, dated as of March 23, 2021, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and Grantor has secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”),
- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
- (c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

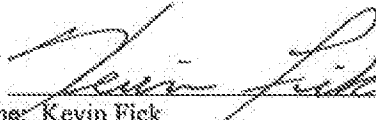
4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

WORLDWISE, INC.

By: 
Name: Kevin Fick
Title: President and Chief Executive Officer

[WORLDWISE---TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007230 FRAME: 0373

**WINGSPIRE CAPITAL LLC, as Administrative
Agent**



By: _____

Name: John Rosin

Title: President and Chief Operating Officer

[WORLDWIDE—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007230 FRAME: 0374**

SCHEDULE I
TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
SHERPA'S PET TRADING COMPANY	1649499	7/2/1991	74034341	3/5/1990
SHERPA'S TRADING COMPANY	2213134	12/22/1998	74490339	2/14/1994
SHERPA'S PET TRADING COMPANY	2044070	3/11/1997	74498271	3/8/1994
SHERPA CLASSIC TRAVELER	2574335	5/28/2002	75978949	5/27/1997
PANIC MOUSE	2680830	1/28/2003	76398995	4/19/2002
BUBBLENIP	2814845	2/17/2004	76506501	4/14/2003
POOCHPLANET	2894470	10/19/2004	76506504	4/14/2003
SURFACESAVER	2814846	2/17/2004	76506505	4/14/2003
WORLDWISE	2912143	12/21/2004	76506511	4/14/2003
WORLDWISE	2912144	12/21/2004	76506512	4/14/2003
ECOREST	2816792	2/24/2004	76506516	4/14/2003
KITTYKARNIVAL	2816793	2/24/2004	76506520	4/14/2003
FLUTTERBALLS	2814851	2/17/2004	76506522	4/14/2003
WILDSTREAK	2814852	2/17/2004	76506523	4/14/2003
SWEETGREENS	2816794	2/24/2004	76506524	4/14/2003
SUPERSCRATCHER	2876590	8/24/2004	76523483	6/18/2003
BETTER PRODUCTS, BETTER PLANET	2901283	11/9/2004	76524858	6/20/2003
COMPLETE NEEDS	3275734	8/7/2007	76594955	6/1/2004
PETLINKS	3683440	9/15/2009	76648774	10/12/2005
CHEW GUARD TECHNOLOGY	3509601	9/30/2008	77213545	6/22/2007
GODOG	3836542	8/24/2010	77574201	9/19/2008
GODOG TOUGH FOR FUN	3836543	8/24/2010	77574258	9/19/2008
GUARANTEED ON BOARD	3774345	4/13/2010	77775386	7/7/2009
GUARANTEED ON BOARD	3743501	1/26/2010	77775416	7/7/2009
GUARANTEED ON-BOARD	3774356	4/13/2010	77781119	7/14/2009
THERMACARE	3080668	4/11/2006	78438851	6/21/2004
SHERPA SINCE 1989	3050155	1/24/2006	78538413	12/27/2004
SMARTYKAT	3160912	10/17/2006	78672447	7/18/2005
SUPERSCRATCHER +	3548359	12/16/2008	78896901	5/31/2006
LOCO!MOTION	3552094	12/23/2008	78917617	6/27/2006
SLYDOG	3977559	6/14/2011	85166046	11/1/2010
HEAR DOGGY	3995297	7/12/2011	85192196	12/7/2010
PETLINKS	4515984	4/15/2014	85839146	2/1/2013
SMARTYKAT	4744071	5/26/2015	85839150	2/1/2013
SMARTYKAT	4736186	5/12/2015	86138939	12/9/2013
PETLINKS	4756833	6/16/2015	86138959	12/9/2013
SMARTYKAT	4886434	1/12/2016	86231414	3/25/2014
LOCO LASER	4740564	5/19/2015	86244718	4/7/2014
FEATHER WHIRL	4757534	6/16/2015	86334822	7/11/2014
WILD THING	4725440	4/21/2015	86337393	7/15/2014
PURE COMMOTION	4725441	4/21/2015	86337416	7/15/2014
LOCO MOTION	4923549	3/22/2016	86337431	7/15/2014

Mark	Reg. No	Reg. Date	Serial No	Filing Date
MYSTERY MOTION	4757540	6/16/2015	86337441	7/15/2014
HOT PURSUIT	4725442	4/21/2015	86337458	7/15/2014
STERLING	4725450	4/21/2015	86363311	8/11/2014
ECO ADVANTAGES	4757661	6/16/2015	86385585	9/4/2014
PRIZE	4725457	4/21/2015	86406487	9/25/2014
SUPER SCRATCHER+	4933409	4/5/2016	86435790	10/27/2014
TRUSTYPUP	5042018	9/13/2016	86536896	2/17/2015
ROAMING RUNNER	4848051	11/3/2015	86570047	3/19/2015
ECO ADVANTAGES	4872080	12/15/2015	86588782	4/6/2015
GUARANTEED ON-BOARD	5044993	9/20/2016	86902657	2/9/2016
TRUSTYPUP	4581544	8/5/2014	85981738	5/22/2013
SMARTYKAT	4947819	4/26/2016	86606043	4/22/2015
SIMPLY SCRATCH	5134621	1/31/2017	86879414	1/19/2016
SMARTYKAT	4766078	6/30/2015	86976452	3/25/2014
SCREWBALLZ	5121297	1/10/2017	87067833	6/10/2016
TOUGH CORE TECHNOLOGY	5355924	12/12/2017	87067870	6/10/2016
(Design Only)	5371871	1/2/2018	87096152	7/7/2016
SHERPA	5394223	2/6/2018	87263950	12/9/2016
GODOG TOUGH FOR FUN	5335367	11/14/2017	87426839	4/26/2017
HAPPYNIP	5764173	5/28/2019	87435216	5/3/2017
ROPETEK	5603037	11/6/2018	87695082	11/22/2017
(Design Only)	5880718	10/8/2019	87753766	1/12/2018
SHERPA	6037616	4/21/2020	87754068	1/12/2018
STERLING	5795623	7/2/2019	87898223	4/27/2018
SUPER SCRATCHER	5786091	6/25/2019	88167534	10/24/2018
STERLING	5789891	6/25/2019	88192387	11/13/2018
GUARANTEED ON-BOARD	5843536	8/27/2019	88284531	1/31/2019
SANTA'S HELPER SMARTYKAT			90449369	1/5/2021
MATTRESS EDITION			90456194	1/8/2021
MORE FUN. LESS GERMS.			90563475	3/5/2021

ACTIVE 55905679v3

RECORDED: 03/23/2021

TRADEMARK
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