

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Worldwise, Inc.		04/29/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Praesidian Capital Opportunity Fund III, LP, as Agent
Street Address:	419 Park Avenue South
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	1794463	WORLDWISE
Registration Number:	2816789	PAWS N PURRS
Registration Number:	2814845	BUBBLENIP
Registration Number:	2816794	SWEETGREENS
Registration Number:	2814852	WILDSTREAK
Registration Number:	2814851	FLUTTERBALLS
Registration Number:	2816793	KITTYKARNIVAL
Registration Number:	2814850	FUZZYFINS
Registration Number:	2814849	PURRFACT
Registration Number:	2816792	ECOREST
Registration Number:	2824754	CHEESECHASERS
Registration Number:	2814847	PURRBALL
Registration Number:	2814848	FLUTTERFLIP
Registration Number:	2912143	WORLDWISE

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Registration Number:	2912144	WORLDWISE
Registration Number:	2901283	BETTER PRODUCTS, BETTER PLANET
Registration Number:	2876588	ECO ADVANTAGES
Registration Number:	2894470	POOCHPLANET
Registration Number:	2876590	SUPERSCRATCHER
Registration Number:	2926705	DEEPERSLEEPER
Registration Number:	2973739	CATNIP CONVERTIBLE
Registration Number:	3275734	COMPLETE NEEDS
Registration Number:	3077630	SHRIMP NIP
Registration Number:	3005151	BUNGEE BUDDY
Registration Number:	3080668	THERMACARE
Registration Number:	3548359	SUPERSCRATCHER +
Serial Number:	85166046	SLYDOG
Registration Number:	3088726	SNAZZYKAT
Registration Number:	3086635	BOBBLEBOPS
Registration Number:	3160912	SMARTYKAT
Registration Number:	3683440	PETLINKS
Registration Number:	3543949	SCRATCHPOD
Registration Number:	3543950	ISCRATCH
Registration Number:	3786276	CATNIP ATTRACTION SYSTEM
Registration Number:	3545271	FLUTTERFRENZY
Registration Number:	3309605	COMFYCORNERS
Registration Number:	3782844	COZYCOUCH
Registration Number:	3617638	COZYCLAMHELL
Registration Number:	3881760	DREAMSCRATCHER
Registration Number:	3788794	BENEFITBITZ
Registration Number:	3788793	BENEFITBONES
Registration Number:	3552094	LOCO!MOTION
Registration Number:	3540858	RUNAWAY RASCAL
Registration Number:	3825521	SNAP2IT!
Registration Number:	3632631	DOGTRONICS
Registration Number:	3842313	TIDY TIME
Registration Number:	3857569	S SCRATCH S SAFETY R REST S STIMULATION H HYGIENE I INDEPENDENCE T TREATS I INTERACTION N NUTRITION H HUNT H PRIVACY E EXERCISE

Serial Number:	77964504	SNAP2IT!
Serial Number:	85052060	FULL CIRCLE
Serial Number:	85166026	LOCO!LASER
Serial Number:	85205575	FULL CIRCLE
Serial Number:	85224972	FULL CIRCLE
Registration Number:	3946349	FULL CIRCLE

CORRESPONDENCE DATA

Fax Number: (212)735-8708
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 735-8600
Email: msegui@morrisoncohen.com
Correspondent Name: Steven N. Rockoff, Esq.
Address Line 1: 909 Third Avenue 27th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	020767-0008(SBUDOW)
NAME OF SUBMITTER:	Steven N. Rockoff
Signature:	/s/ STEVEN N. ROCKOFF
Date:	05/06/2011

Total Attachments: 12
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The indebtedness evidenced by this instrument is subordinated in right of payment to the First Priority Obligations (as defined in the Intercreditor Agreement hereinafter referred to) pursuant to, and to the extent provided in, the Intercreditor Agreement dated as of April 29, 2011 made by Praesidian Capital Opportunity Fund III, LP, as agent, in favor of JPMORGAN CHASE BANK N.A., as such Intercreditor Agreement may be amended, modified or supplemented from time to time as provided therein. Payments may be made under this instrument only to the extent expressly permitted under such Subordination and Intercreditor Agreement. The Liens securing this instrument are subordinate in priority to the liens and security interest securing the First Priority Obligations pursuant to, and to the extent provided in, the Intercreditor Agreement. This legend shall be placed on any note or other instrument given at any time in substitution for or replacement hereof.

Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of April 29, 2011, is made by Worldwide, Inc., a California corporation (the "Pledgor"), in favor of Praesidian Capital Opportunity Fund III, LP, as pledgee, assignee and secured party under the Security Agreement referred to below (in such capacities, the "Agent").

WITNESSETH:

Whereas, the Pledgor is a party to a Second Lien Pledge and Security Agreement, dated as of April 29, 2011 (as amended, restated or otherwise modified from time to time, the "Security Agreement"); made by the Pledgor and the other Pledgors (as defined therein) from time to time party thereto, in favor of the Agent, pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

Now, Therefore, in consideration of the premises and for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the Pledgor hereby agrees with the Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement), as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (collectively, the "Trademark Collateral"):

(a) Trademarks and exclusive Trademark Licenses (pursuant to which a third party is granting exclusive rights to the Pledgor) of the Pledgor listed on Schedule 1 attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the 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. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Agent shall promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

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

WORLDWISE, INC.

By: 

Name: Matthew Turnbull

Title: President & Chief Executive Officer

Accepted and Agreed:

PRAESIDIAN CAPITAL OPPORTUNITY
FUND III, LP, as the Agent

By: Praesidian Capital Opportunity GP III, LLC,
its General Partner

By: _____

Name:

Title:

#2959086 1020767 10008

TRADEMARK
REEL: 004536 FRAME: 0006

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

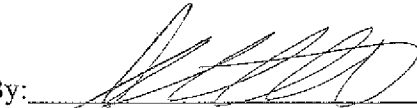
WORLDWISE, INC.

By: _____
Name:
Title:

Accepted and Agreed:

PRAESIDIAN CAPITAL OPPORTUNITY
FUND III, LP, as the Agent

By: Praesidian Capital Opportunity GP III, LLC,
its General Partner

By: 
Name: Jason D. Drattell
Title:

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

- See Attached.

Trademark Applications:

- See Attached.

Trademark Licenses pursuant to which a third party is granting exclusive rights to the Pledgor:

- None

SCHEDULE 1

WORLDWISE, INC.
PENDING AND REGISTERED TRADEMARKS
April 27, 2011

FILE NO.	MARK	FILING/REG DATE	APP/REG NUMBER	STATUS/COMMENTS
545.03	WORLDWISE	9/21/1993	1,794,463	Registered Renewal Due 9/21/13
545.18	PAWS N PURRS	2/24/2004	2,816,789	Registered Renewal Due 2/24/14
545.20	BUBBLENIP	2/17/2004	2,814,845	Registered Renewal Due 2/17/14
545.21	SWEETGREENS	2/24/2004	2,816,794	Registered Renewal Due 2/24/14
545.22	WILDSTREAK	2/17/2004	2,814,852	Registered Renewal Due 2/17/14
545.23	FLUTTERBALLS	2/17/2004	2,814,851	Registered Renewal Due 2/17/14
545.25	KITTYKARNIVAL	2/24/2004	2,816,793	Registered Renewal Due 2/24/14
545.27	FUZZYFINS	2/17/2004	2,814,850	Registered Renewal Due 2/17/14
545.30	PURRFAC	2/17/2004	2,814,849	Registered Renewal Due 2/17/14
545.31	ECOREST	2/24/2004	2,816,792	Registered Renewal Due 2/24/14
545.32	CHEESECHASERS	3/23/2004	2,824,754	Registered Renewal Due 3/23/14
545.33	PURRBALL	2/17/2004	2,814,847	Registered Renewal Due 2/17/14

545.35	FLUTTERFLIP	2/17/2004	2,814,848	Registered Renewal Due 2/17/14
545.08	WORLDWISE	12/21/2004	2,912,143	Registered Renewal Due 12/21/14
545.07	WORLDWISE & Design	12/21/2004	2,912,144	Registered Renewal Due 12/21/14
545.09	BETTER PRODUCTS, BETTER PLANET	11/9/2004	2,901,283	Registered Renewal Due 11/9/14
545.10	ECOADVANTAGES	8/24/2004	2,876,588	Registered Renewal Due 8/24/14
545.17	POOCH PLANET	10/19/2004	2,894,470	Registered Renewal Due 10/19/14
545.19	SUPERSCRATCHER	8/24/2004	2,876,590	Registered Renewal Due 8/24/14
545.40	DEEPEESLEEPER	2/15/2005	2,926,705	Registered Renewal Due 2/15/15
545.43	CATNIP CONVERTIBLE	7/19/2005	2,973,739	Registered Renewal Due 7/19/15
545.46	COMPLETE NEEDS	8/7/2007	3,275,734	Registered Section 8 & 15 Due 8/7/13
545.47	SHRIMP NIP	4/4/2006	3,077,630	Registered Section 8 & 15 Due 4/4/12
545.48	BUNGEEBUDDY	10/4/2005	3,005,151	Registered Section 8 & 15 Due 10/4/11
545.49	THERMACARE	4/11/2006	3,080,668	Registered Section 8 & 15 Due 4/11/12

545.52	SUPERSCRATCHER+	12/16/2008	3,548,359	Registered Section 8 & 15 Due 12/16/14
545.54	SLYDOG	11/1/2010	85/166,046	Pending
545.55	SNAZZYKAT	5/2/2006	3,088,726	Registered Section 8 & 15 Due 5/2/12
545.58	BOBBLEBOPS	4/25/2006	3,086,635	Registered Section 8 & 15 Due 4/25/12
545.64	SMARTYKAT	10/17/2006	3,160,912	Registered Section 8 & 15 Due 10/17/12
545.67	PETLINKS	9/15/2009	3,683,440	Registered Section 8 & 15 Due 9/15/15
545.72	SCRATCHPOD	12/9/2008	3,543,949	Registered Section 8 & 15 Due 12/9/14
545.73	ISCRATCH	12/9/2008	3,543,950	Registered Section 8 & 15 Due 12/9/14
545.76	CATNIP ATTRACTION SYSTEM	5/4/2010	3,786,276	Registered Section 8 & 15 Due 5/4/16
545.77	FLUTTERFRENZY	12/9/2008	3,545,271	Registered Section 8 & 15 Due 12/9/14

545.84	COMFYCORNERS	10/9/2007	3,309,605	Registered Section 8 & 15 Due 10/9/13
545.85	COZYCOUCH	4/27/2010	3,782,844	Registered Section 8 & 15 Due 4/27/16
545.94	COZYCLAMSHELL	5/5/2009	3,617,638	Registered Section 8 & 15 Due 5/5/15
545.95	DREAMSCRATCHER	11/23/2010	3,881,760	Registered Section 8 & 15 Due 11/23/16
545.90	BENEFITBITZ	5/11/2010	3,788,794	Registered Section 8 & 15 Due 5/11/16
545.89	BENEFITBONES	5/11/2010	3,788,793	Registered Section 8 & 15 Due 5/11/16
545.100	LOCO!MOTION	12/23/2008	3,552,094	Registered Section 8 & 15 Due 12/23/14
545.129	RUNAWAY RASCAL	12/2/2008	3,540,858	Registered Section 8 & 15 Due 12/2/14
545.152	SNAP2IT!	7/27/2010	3,825,521	Registered Section 8 & 15 Due 7/27/16
545.158	DOGTRONICS	6/2/2009	3,632,631	Registered Section 8 & 15 Due 6/2/15

545.164	TIDY TIME	8/31/2010	3,842,313	Registered Section 8 & 15 Due 8/31/16
545.165	BLOCKS (logo)	10/5/2010	3,857,569	Registered Section 8 & 15 Due 10/5/16
545.194	SNAP2IT! (for pet furniture and cat scratching post)	3/22/2010	77/964,504	Pending Statement of Use or 1 st Extension Due 4/5/11
545.196	FULL CIRCLE (Class 20 for cat scratching posts made from recycled materials and Class 28 for pet toys made from recycled materials)	6/1/2010	85/052,060	Pending Statement of Use or 2 nd Extension Due 12/21/11
545.238	LOCOILASER	11/1/2010	85/166,026	Pending
545.247	FULL CIRCLE (Class 16 for bags for picking up dog waste, made from recycled plastic materials; Class 20 for storage cabinets from housing pet management products made from recycled materials and Class 21 for litter scoops for the disposal of pet waste, litter pan liners, litter pans and pet feeding bowls all made from recycled materials)	12/24/2010	85/205,575	Pending

545.248	FULL CIRCLE (Class 20 for cat scratchers and replacement pads therefore)	1/24/2011	85/224,972	Pending
545.249	FULL CIRCLE (Class 20 for pet beds made from recycled materials)	4/12/2011	3,946,349	Registered Section 8 & 15 Due 4/12/17

FOREIGN TRADEMARK APPLICATIONS

CTY	FILE NO.	MARK	REG DATE	APP/ REG NO.	STATUS
Canada	545.37	WORLDWISE and Design	8/23/2005	TMA646,388	Registered Renewal Due 8/23/20
CTM	545.38	WORLDWISE and Design	9/16/2004	3163491	Registered Renewal Due 5/13/13
Canada	545.256	FULL CIRCLE	2/10/2011	1514756	Pending