

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.		06/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	560 Mission Street, 4th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105-2907
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 16		
Property Type	Number	Word Mark
Registration Number:	4134808	COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE
Registration Number:	4134809	COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE
Registration Number:	4134812	COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE
Registration Number:	4134813	COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE

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Registration Number:	4134814	COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE
Registration Number:	4134815	COMPLETENEEDS SYSTEM NUTRITION EXERCISE HYGIENE HEALTH REST SAFETY CHEW PREY PLAY TRAINING INTERACTION TREATS INDEPENDENCE
Registration Number:	4134844	PETLINKS SYSTEM, NUTRITION, REST, STIMULATION, SAFETY, EXERCISE, HYGIENE, INDEPENDENCE, TREATS, INTERACTION, HUNT, PRIVACY, SCRATCH
Registration Number:	4134845	PETLINKS SYSTEM NUTRITION REST STIMULATION SAFETY EXERCISE HYGIENE INDEPENDENCE TREATS INTERACTION HUNT PRIVACY SCRATCH
Registration Number:	4134846	PETLINKS SYSTEM NUTRITION REST STIMULATION SAFETY EXERCISE HYGIENE INDEPENDENCE TREATS INTERACTION HUNT PRIVACY SCRATCH
Serial Number:	85422958	CLOSED LOOP
Registration Number:	4092392	FULL CIRCLE
Serial Number:	85601202	BOTTLEBUDDY
Serial Number:	85601226	BOTTLE BUDDY
Serial Number:	85603148	SCENTS OF SECURITY
Serial Number:	85603320	SCENTS OF SECURITY
Serial Number:	85617559	POOCHPLANET BASICS

CORRESPONDENCE DATA

Fax Number: 4156932222
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 4156932440
Email: crhem@cooley.com
Correspondent Name: Cooley LLP
Address Line 1: 101 California Street, 5th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	301323-103 JPM/WORLDWIDE
NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	07/02/2012

Total Attachments: 4
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TRADEMARK
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of June 29, 2012, by WORLDWISE, INC. a Delaware corporation ("Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of April 29, 2011 (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is a party to a Pledge and Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Collateral Agent 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. Pledgor hereby pledges and grants to the Collateral 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 Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks and exclusive Trademark Licenses (pursuant to which a third party is granting exclusive rights to Pledgor) of 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 Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

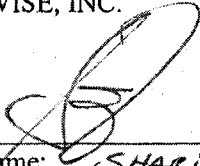
SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Collateral Agent shall promptly execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, 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: SHARI FREEDMAN
Title: CFO

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:

Name:
Title:


IN WITNESS WHEREOF, 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:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Robert J. Hough
Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Serial Date</u>
WHEEL LOGO - SCRATCH	4134808	05/01/2012
WHEEL LOGO - HYGIENE	4134809	05/01/2012
WHEEL LOGO - HUNT	4134812	05/01/2012
WHEEL LOGO - STIMULATION	4134813	05/01/2012
WHEEL LOGO - REST	4134814	05/01/2012
WHEEL LOGO - INDEPENDENCE	4134815	05/01/2012
PUZZLE LOGO - SCRATCH	4134844	05/01/2012
PUZZLE LOGO - HUNT	4134845	05/01/2012
PUZZLE LOGO - STIMULATION	4134846	05/01/2012
CLOSED LOOP	85/422958	09/14/2011
FULL CIRCLE	4092392	01/24/2012
BOTTLEBUDDY	85/601202	04/18/2012
BOTTLE BUDDY	85/601226	04/18/2012
SCENTS OF SECURITY	85/603148	04/19/2012
SCENTS OF SECURITY Logo	85/603320	04/19/2012
POOCHPLANET BASICS	85/617559	05/04/2012

Schedule 1 to Trademark Security Agreement

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RECORDED: 07/02/2012

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