

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.		11/27/2012	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: 4

Property Type	Number	Word Mark
Registration Number:	3473302	UNDERCOVER MOUSE
Registration Number:	2680830	PANIC MOUSE
Registration Number:	2978021	KITTY GO KRAZY
Registration Number:	3463024	PURR-PET-UAL MOTION

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:	315031-101 WORLDWISE
NAME OF SUBMITTER:	C. Rhem

TRADEMARK

CH \$115.00 3473302

Signature:	/CR/
Date:	12/07/2012
Total Attachments: 4 source=WW TM#page1.tif source=WW TM#page2.tif source=WW TM#page3.tif source=WW TM#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of November 27, 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.

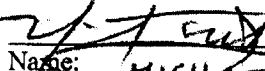
SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Collateral Agent shall promptly execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, 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: MICHAEL TRET
Title: CFO

Accepted and Agreed:

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

By:

Name:
Title:

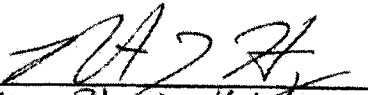
IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WORLDWISE, INC.

By: _____
Name:
Title:

Accepted and Agreed:

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

By: 
Name: Robert J. Hurley
Title: SVP

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Trademarks	Serial No.	Reg. No.	Registration Date	Goods/Services
Undercover Mouse	77165833	3473302	July 22, 2008	IC 028. US 022 023 038 050. G & S: electronic interactive cat toy. FIRST USE: 20070901. FIRST USE IN COMMERCE: 20070901
Panic Mouse	76398995	2680830	January 28, 2003	IC 028. US 022 023 038 050. G & S: Cat toys, namely, electronic interactive cat toys that runs on batteries. FIRST USE: 20020126. FIRST USE IN COMMERCE: 20020426
Kitty Go Crazy	76583163	2978021	July 26, 2005	IC 028. US 022 023 038 050. G & S: motor-driven, rotating, cat toy. FIRST USE: 20041001. FIRST USE IN COMMERCE: 20041001
Purr-Pet-ual Motion	77048939	3463024	July 8, 2008	IC 028. US 022 023 038 050. G & S: Cat toys. FIRST USE: 20070901. FIRST USE IN COMMERCE: 20070901

Trademark Applications:

None.

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

None.

Schedule 1 to Trademark Security Agreement

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