

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.		04/03/2013	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: 5		
Property Type	Number	Word Mark
Serial Number:	85839138	POOCHPLANET
Serial Number:	85839146	PETLINKS
Serial Number:	85839150	SMARTYKAT
Serial Number:	85849189	PET TESTED, PARENT APPROVED
Serial Number:	85849219	PET TESTED, PET PARENT APPROVED

CORRESPONDENCE DATA	
Fax Number:	4156932222
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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
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NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	04/16/2013
Total Attachments: 4 source=Wordwise IPSA Supplement Trademarks (Execution Version)#page1.tif source=Wordwise IPSA Supplement Trademarks (Execution Version)#page2.tif source=Wordwise IPSA Supplement Trademarks (Execution Version)#page3.tif source=Wordwise IPSA Supplement Trademarks (Execution Version)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of April 3, 2013, 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").

W I T N E S S E T H:

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 FLYNN
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: Amin Alckad
Name: AMIN ALACKAD
Title: VP

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

Trademark	Serial No.	Application Date
POOCHPLANET	85/839,138	Feb. 1, 2013
PETLINKS	85/839,146	Feb. 1, 2013
SMARTYKAT	85/839,150	Feb. 1, 2013
PET TESTED, PARENT APPROVED	85/849,189	Feb. 13, 2013
PET TESTED, PET PARENT APPROVED	85/849,219	Feb. 13, 2013

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

None.