

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364114

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WORLDWISE, INC.		11/30/2015	CORPORATION: CALIFORNIA
QUAKER DOG, LLC		11/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
QPG SHERPA, LLC		11/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
QUAKER PET GROUP, INC.		11/30/2015	CORPORATION: DELAWARE

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: 83

Property Type	Number	Word Mark
Registration Number:	3857569	S SCRATCH S SAFETY R REST S STIMULATION
Registration Number:	4351369	BOTTLE BUDDY
Registration Number:	4355215	BOTTLEBUDDY
Registration Number:	4207953	CLOSED LOOP
Registration Number:	3782844	COZYCOUCH
Registration Number:	3985170	LOCO!LASER
Registration Number:	2680830	PANIC MOUSE
Registration Number:	4515984	PETLINKS
Registration Number:	4552639	POOCHPLANET
Registration Number:	4355269	POOCHPLANET BASICS
Registration Number:	4134845	PETLINKS SYSTEM NUTRITION REST STIMULATI
Registration Number:	4134844	PETLINKS SYSTEM, NUTRITION, REST, STIMUL
Registration Number:	4134846	PETLINKS SYSTEM NUTRITION REST STIMULATI
Registration Number:	4355226	SCENTS OF SECURITY
Registration Number:	4355227	SCENTS OF SECURITY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3977559	SLYDOG
Registration Number:	4744071	SMARTYKAT
Registration Number:	3825521	SNAP2IT!
Registration Number:	3971596	SNAP2IT!
Registration Number:	3473302	UNDERCOVER MOUSE
Registration Number:	4134812	COMPLETENEEDS SYSTEM PHYSICAL NEEDS INST
Registration Number:	4134809	COMPLETENEEDS SYSTEM PHYSICAL NEEDS INST
Registration Number:	4134815	COMPLETENEEDS SYSTEM NUTRITION EXERCISE
Registration Number:	4134814	COMPLETENEEDS SYSTEM PHYSICAL NEEDS INST
Registration Number:	4134808	COMPLETENEEDS SYSTEM PHYSICAL NEEDS INST
Registration Number:	4134813	COMPLETENEEDS SYSTEM PHYSICAL NEEDS INST
Registration Number:	4092392	FULL CIRCLE
Registration Number:	4088994	FULL CIRCLE
Registration Number:	4756833	PETLINKS
Registration Number:	4736186	SMARTYKAT
Registration Number:	4740564	LOCO LASER
Registration Number:	4757534	FEATHER WHIRL
Registration Number:	4725440	WILD THING
Registration Number:	4725441	PURE COMMOTION
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:	4672827	SAFETY SUITE
Registration Number:	4251485	SUPERCAT
Registration Number:	4251484	SUPERCAT
Registration Number:	4296346	UNIMALS
Registration Number:	3995297	HEAR DOGGY
Registration Number:	3661346	PET NEW YORK
Registration Number:	2750914	
Registration Number:	4498335	CAT'S CLUB
Registration Number:	4191316	CHEW TUFF TECHNOLOGY
Registration Number:	4191314	CHEW TUFF
Registration Number:	4296024	SILVER TAILS
Registration Number:	2794845	BOTTOM'S UP LEASH
Registration Number:	2852906	CLOAK & DAWGGIE
Registration Number:	2607001	NEW YORK DOG

Property Type	Number	Word Mark
Registration Number:	2568675	NEW YORK DOG
Registration Number:	3864203	FOX & HOUNDS
Registration Number:	3774359	GUARANTEED ON-BOARD
Registration Number:	3802160	GUARANTEED ON-BOARD
Registration Number:	3774358	GUARANTEED ON-BOARD
Registration Number:	3774357	GUARANTEED ON-BOARD
Registration Number:	3774356	GUARANTEED ON-BOARD
Registration Number:	3774355	GUARANTEED ON-BOARD
Registration Number:	3774354	GUARANTEED ON-BOARD
Registration Number:	3774353	GUARANTEED ON-BOARD
Registration Number:	3783695	FIRST TO FLY
Registration Number:	3780421	FIRST TO FLY
Registration Number:	3743501	GUARANTEED ON BOARD
Registration Number:	3774345	GUARANTEED ON BOARD
Registration Number:	3836543	GODOG TOUGH FOR FUN
Registration Number:	3836542	GODOG
Serial Number:	86231414	SMARTYKAT
Serial Number:	86337431	LOCO MOTION
Serial Number:	86435790	SUPER SCRATCHER+
Serial Number:	86527652	WISEBOND
Serial Number:	86536896	TRUSTYPUP
Serial Number:	86570047	ROAMING RUNNER
Serial Number:	86588782	ECO ADVANTAGES
Serial Number:	86401744	GODOG
Serial Number:	86401770	GODOG
Serial Number:	86401716	GODOG
Serial Number:	86401765	GODOG
Serial Number:	86401754	GODOG
Serial Number:	86401690	GODOG
Serial Number:	86401736	GODOG

CORRESPONDENCE DATA

Fax Number: 2127358708

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: 212 735-8705

Email: msegui@morrisoncohen.com

Correspondent Name: Ami S. Watkin

Address Line 1: 909 Third Avenue, 27th Ave.

Address Line 2: c/o Morrison Cohen LLP

TRADEMARK

REEL: 005678 FRAME: 0941

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	020767-0008(SBUDOW)
NAME OF SUBMITTER:	Ami S. Watkin
SIGNATURE:	/Ami S. Watkin/
DATE SIGNED:	12/01/2015

Total Attachments: 20

source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page1.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page2.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page3.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page4.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page5.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page6.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page7.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page8.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page9.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page10.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page11.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page12.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page13.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page14.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page15.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page16.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page17.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page18.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page19.tif
source=Second Amend - Patent and Trademark Security Agreement (Mezz) - Fully Executed#page20.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 30, 2015 among WORLDWISE, INC., a California corporation (the “Borrower”), QUAKER DOG, LLC, a Delaware limited liability company (“Quaker Dog”), QPG SHERPA, LLC, a Delaware limited liability company (“QPG Sherpa”), and QUAKER PET GROUP, INC., a Delaware corporation (“QPG” and together with the Borrower, Quaker Dog and QPG Sherpa, the “Grantors” and each, a “Grantor”), in favor of PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, a Delaware limited partnership (“Fund III”), as agent (Fund III, in such capacity, the “Agent”) for the Lenders (as such term is defined in the Securities Purchase Agreement).

This Agreement refers to (a) a Second Amended and Restated Securities Purchase Agreement dated as of the date hereof, entered into among the Borrower, Mistral Worldwide Holdings, Inc., a Delaware corporation, the Agent, Fund III and Praesidian Capital Opportunity Fund III-A, LP, a Delaware limited partnership (as amended, restated, supplemented, or otherwise modified from time to time, the “Securities Purchase Agreement”), pursuant to which the Lenders have agreed to make loans to the Borrower; and (b) a Guaranty and Collateral Agreement dated as of the date hereof, entered into among the Grantors, the other Persons who are or become parties thereto as “Grantors” thereunder, and the Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), pursuant to which the Obligations of the Borrower under the Securities Purchase Agreement are secured. Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Securities Purchase Agreement or the Guaranty and Collateral Agreement, as applicable.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Agent, for the benefit of the Agent and the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Securities Purchase Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) Any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1, (ii) all renewals thereof, (iii) all licenses, income, royalties, damages

and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks");

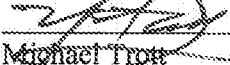
- (2) All patents and patent applications, including (i) the patents and patent applications listed on Schedule 2, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all licenses, income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Patents");
- (3) The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and
- (4) Any and all proceeds of any of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement of the Patents, the Trademarks or any licenses with respect to the Patents or the Trademarks.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Securities Purchase Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks and the Patents made and granted hereby are more fully set forth in the Securities Purchase Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

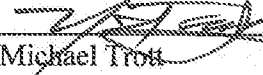
[SIGNATURE PAGES FOLLOW]

Each Grantor is signing this Patent and Trademark Security Agreement as of the date stated in the introductory clause.

WORLDWISE, INC.
as Grantor

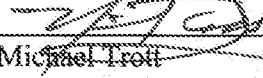
By: 
Name: Michael Trot
Title: Chief Finacial Officer and Secretary

QUAKER PET GROUP, INC.
as Grantor

By: 
Name: Michael Trot
Title: Chief Finacial Officer and Secretary

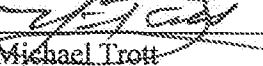
QUAKER DOG, LLC
as Grantor

By: Quaker Pet Group, Inc. as Sole Member

By: 
Name: Michael Trot
Title: Chief Finacial Officer and Secretary

QPG SHERPA, LLC
as Grantor

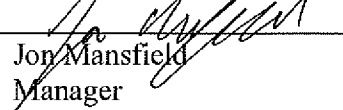
By: Quaker Pet Group, Inc. as Sole Member

By: 
Name: Michael Trot
Title: Chief Finacial Officer and Secretary

Acknowledged:

PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP,
as the Agent

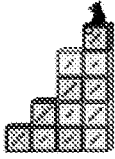
By: Praesidian Capital Opportunity GP III, LLC,
its General Partner

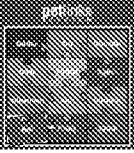



By: 
Name: Jon Mansfield
Title: Manager

SCHEDULE 1

TRADEMARKS

A. U.S. TRADEMARK HOLDINGS




<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG/APP NUMBER</u>	<u>STATUS</u>	<u>OWNER</u>
<p>S SCRATCH S SAFETY R REST S STIMULATION H HYGIENE I INDEPENDENCE T TREATS I INTERACTION N NUTRITION H HUNT H PRIVACY E EXERCISE & Design</p> 	10/5/10	3,857,569	Registered Section 8 and 15 Due 10/5/16	Worldwise, Inc.
BOTTLE BUDDY	6/11/13	4,351,369	Registered Section 8 and 15 Due 6/11/19	Worldwise, Inc.
BOTTLEBUDDY	6/18/13	4,355,215	Registered Section 8 and 15 Due 6/18/19	Worldwise, Inc.
CLOSED LOOP	9/11/12	4,207,953	Registered Section 8 and 15 Due 9/11/18	Worldwise, Inc.
COZYCOUCH	4/27/2010	3,782,844	Registered Section 8 and 15 Due 4/27/16	Worldwise, Inc.
LOCO!LASER	6/28/11	3,985,170	Registered Section 8 and 15 Due 6/28/17	Worldwise, Inc.
PANIC MOUSE	1/28/03	2,680,830	Registered Renewal Due 1/28/2023	Worldwise, Inc.
PETLINKS	4/15/2014	4515984	Registered Section 8 & 15 Due 4/15/20	Worldwise, Inc.
POOCHPLANET	6/17/2014	4552639	Registered Section 8 & 15 Due 6/17/20	Worldwise, Inc.
POOCHPLANET BASICS	6/18/13	4,355,269	Registered Section 8 and 15 Due 6/18/19	Worldwise, Inc.

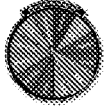


<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG/APP NUMBER</u>	<u>STATUS</u>	<u>OWNER</u>
PUZZLE LOGO – HUNT  PETLINKS SYSTEM NUTRITION REST STIMULATION SAFETY EXERCISE HYGIENE INDEPENDENCE TREATS INTERACTION HUNT PRIVACY SCRATCH & Design	5/1/12	4,134,845	Registered Section 8 and 15 Due 5/1/18	Worldwise, Inc.
PUZZLE LOGO – SCRATCH  PETLINKS SYSTEM, NUTRITION, REST, STIMULATION, SAFETY, EXERCISE, HYGIENE, INDEPENDENCE, TREATS, INTERACTION, HUNT, PRIVACY, SCRATCH & Design	5/1/12	4,134,844	Registered Section 8 and 15 Due 5/1/18	Worldwise, Inc.
PUZZLE LOGO – STIMULATION  PETLINKS SYSTEM NUTRITION REST STIMULATION SAFETY EXERCISE HYGIENE INDEPENDENCE TREATS INTERACTION HUNT PRIVACY SCRATCH & Design	5/1/12	4,134,846	Registered Section 8 and 15 Due 5/1/18	Worldwise, Inc.
SCENTS OF SECURITY	6/18/13	4,355,226	Registered Section 8 and 15 Due 6/18/19	Worldwise, Inc.
SCENTS OF SECURITY (Stylized) 	6/18/13	4,355,227	Registered Section 8 and 15 Due 6/18/19	Worldwise, Inc.
SLYDOG	6/14/2011	3,977,559	Registered Section 8 & 15 Due 6/14/17	Worldwise, Inc.
SMARTYKAT	5/26/2015	4744071	Registered Section 8 & 15 Due 5/26/21	Worldwise, Inc.
SNAP2IT!	7/27/10	3,825,521	Registered Section 8 and 15 Due 7/27/16	Worldwise, Inc.
SNAP2IT! (for pet furniture and cat scratching post)	5/31/11	3,971,596	Registered Section 8 and 15 Due 5/31/17	Worldwise, Inc.

#6069050 v6 \020767 \0008

EAST117400246.1

TRADEMARK
REEL: 005678 FRAME: 0948

<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG/APP NUMBER</u>	<u>STATUS</u>	<u>OWNER</u>
UNDERCOVER MOUSE	7/22/08	3,473,302	Registered Renewal Due 7/22/18	Worldwise,Inc.
WHEEL LOGO – HUNT  COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	5/1/12	4,134,812	Registered Section 8 and 15 Due 5/1/18	Worldwise,Inc.
WHEEL LOGO – HYGIENE  COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	5/1/12	4,134,809	Registered Section 8 and 15 Due 5/1/18	Worldwise,Inc.
WHEEL LOGO – INDEPENDENCE  COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	5/1/12	4,134,815	Registered Section 8 and 15 Due 5/1/18	Worldwise,Inc.

<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG/APP NUMBER</u>	<u>STATUS</u>	<u>OWNER</u>
WHEEL LOGO – REST  COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	5/1/12	4,134,814	Registered Section 8 and 15 Due 5/1/18	Worldwise,Inc.
WHEEL LOGO – SCRATCH  COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	5/1/12	4,134,808	Registered Section 8 and 15 Due 5/1/18	Worldwise,Inc.
WHEEL LOGO – STIMULATION  COMPLETENEEDS SYSTEM PHYSICAL NEEDS INSTINCTUAL NEEDS EMOTIONAL NEEDS NUTRITION EXERCISE HYGIENE STIMULATION REST SAFETY SCRATCH PRIVACY HUNT INTERACTION TREATS INDEPENDENCE & Design	5/1/12	4,134,813	Registered Section 8 and 15 Due 5/1/18	Worldwise,Inc.
FULL CIRCLE	1/24/2012	4,092,392	Registered Section 8 and 15 Due 1/24/2018	Worldwise,Inc.
FULL CIRCLE	1/17/2012	4,088,994	Registered Section 8 and 15 due 1/17/2018	Worldwise,Inc.
PETLINKS (Classes 005, 008, 020, 021, 027)	6/16/2015	4756833	Registered Section 8 and 15 due 6/16/2021	Worldwise,Inc.
SMARTYKAT (Classes 005, 008, 027)	5/12/2015	4736186	Registered Section 8 and 15 due 5/12/2021	Worldwise,Inc.

#6069050 v6 \020767 \0008

EAST117400246.1



TRADEMARK
REEL: 005678 FRAME: 0950

<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG/APP NUMBER</u>	<u>STATUS</u>	<u>OWNER</u>
SMARTYKAT (Class 18, 20, 21)	03/25/2014	86/231,414	Allowed; Next deadline to file a Statement of Use: December 2, 2015 Statement of Use not yet filed – next deadline to file a Statement of Use or request extension is 12/2/15.	Worldwise,Inc.
LOCOLASER	05/19/2015	4740564	Registered Section 8 and 15 due 5/19/2021	Worldwise,Inc.
FEATHER WHIRL	06/16/2015	4757534	Registered Section 8 and 15 due 6/16/2021	Worldwise,Inc.
WILD THING	04/21/2015	4725440	Registered Section 8 and 15 due 4/21/2021	Worldwise,Inc.
PURE COMMOTION	04/21/2015	4725441	Registered Section 8 and 15 due 4/21/2021	Worldwise,Inc.
LOCO MOTION	07/15/2014	86/337,431	Allowed; Next deadline to file a Statement of Use: February 17, 2016	Worldwise,Inc.
MYSTERY MOTION	6/16/2015	4757540	Registered Section 8 and 15 due 6/16/2021	Worldwise,Inc.
HOT PURSUIT	04/21/2015	4725442	Registered Section 8 and 15 due 4/21/2021	Worldwise,Inc.
STERLING	04/21/2015	4725450	Registered Section 8 and 15 due 4/21/2021	Worldwise,Inc.
ECO ADVANTAGES	06/16/2015	4757661	Registered Section 8 and 15 due 6/16/2021	Worldwise,Inc.
PRIZE	04/21/2015	4725457	Registered Section 8 and 15 due 4/21/2021	Worldwise,Inc.
SUPER SCRATCHER+	10/27/2014	86/435,790	Published Allowed. Statement of Use due 2/25/16.	Worldwise,Inc.
WISEBOND	02/06/2015	86/527,652	Published Allowed. Statement of Use due 2/25/16.	Worldwise,Inc.

#6069050 v6 \020767 \0008

EAST117400246.1

TRADEMARK
REEL: 005678 FRAME: 0951

<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG/APP NUMBER</u>	<u>STATUS</u>	<u>OWNER</u>
TRUSTYPUP (Class 28)	02/17/2015	86/536,896	Published Allowed. Statement of Use due 3/8/16.	Worldwise, Inc.
ROAMING RUNNER	03/19/2015	86/570,047	Published Allowed. Statement of Use due 3/8/16.	Worldwise, Inc.
ECO ADVANTAGES (Class 28)	04/06/2015	86/588,782	Published Post-publication Office Action issued. Response due 4/21/16.	Worldwise, Inc.
SAFETY SUITE	01/13/2015	4672827	Registered Section 8 and 15 due 01/13/2021	Quaker Dog, LLC
SUPERCAT (Class 28)	11/27/2012	4251485	Registered Section 8 and 15 due 11/27/2018	Quaker Dog, LLC
SUPERCAT (Class 31)	11/27/2012	4251484	Registered Section 8 and 15 due 11/27/2018	Quaker Dog, LLC
UNIMALS	02/26/2013	4296346	Registered Section 8 and 15 due 02/26/2019	Quaker Dog, LLC
HEAR DOGGY	07/12/2011	3995297	Registered Section 8 and 15 due 07/12/2017	Quaker Dog, LLC
PET NEW YORK & Design PET NEW YORK 	07/28/2009	3661346	Registered Renewal Grace Period Deadline: 01/28/2016	Quaker Dog, LLC
	08/12/2003	2750914	Registered Renewal Due 08/12/2023	Quaker Dog, LLC
GODOG	N/A	86401744	Pending application Allowed. Statement of Use due 4/20/16.	Quaker Pet Group, Inc.
GODOG	N/A	86401770	Pending application Allowed. Statement of Use due 4/20/16.	Quaker Pet Group, Inc.

#6069050 v6 \020767 \0008

EAST117400246.1

TRADEMARK
REEL: 005678 FRAME: 0952

<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG/APP NUMBER</u>	<u>STATUS</u>	<u>OWNER</u>
GODOG	N/A	86401716	Pending application Allowed. Statement of Use due 4/20/16.	Quaker Pet Group, Inc.
GODOG	N/A	86401765	Pending application Allowed. Statement of Use due 4/20/16.	Quaker Pet Group, Inc.
GODOG	N/A	86401754	Pending application Allowed. Statement of Use due 4/20/16.	Quaker Pet Group, Inc.
GODOG	N/A	86401690	Pending application Allowed. Statement of Use due 4/20/16.	Quaker Pet Group, Inc.
GODOG	N/A	86401736	Pending application Allowed. Statement of Use due 4/20/16.	Quaker Pet Group, Inc.
CAT'S CLUB	3/18/2014	4498335	Registered Section 8 and 15 due 03/18/2020	Quaker Pet Group, Inc.
CHEW TUFF TECHNOLOGY	08/14/2012	4191316	Registered Section 8 and 15 due 08/14/2018	Quaker Pet Group, Inc.
CHEW TUFF	08/14/2012	4191314	Registered Section 8 and 15 due 08/14/2018	Quaker Pet Group, Inc.
SILVER TAILS	02/26/2013	4296024	Registered Section 8 and 15 due 02/26/2019	Quaker Pet Group, Inc.
BOTTOM'S UP LEASH	12/16/2003	2794845	Registered Renewal due 12/16/2023	Quaker Pet Group, Inc.
CLOAK & DOGGIE & Design <i>cloak & dawgie</i>	06/15/2004	2852906	Registered Renewal Due 06/15/2024	Quaker Pet Group, Inc.
NEW YORK  dog	08/13/2002	2607001	Registered Renewal Due 08/13/2022	QUAKER PET GROUP, INC.
NEW YORK DOG	05/07/2002	2568675	Registered Renewal Due 05/07/2022	QUAKER PET GROUP, INC.

#6069050 v6 \020767 \0008

EAST117400246.1


TRADEMARK
REEL: 005678 FRAME: 0953

<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG/APP NUMBER</u>	<u>STATUS</u>	<u>OWNER</u>
FOX & HOUNDS	10/19/2010	3864203	Registered Section 8 and 15 Due 10/19/2016	QPG SHERPA, LLC
GUARANTEED ON-BOARD 	04/13/2010	3774359	Registered Section 8 and 15 Due 04/13/2016	QPG SHERPA, LLC
GUARANTEED ON-BOARD 	06/15/2010	3802160	Registered Section 8 and 15 Due 06/15/2016	QPG SHERPA, LLC
GUARANTEED ON-BOARD 	04/13/2010	3774358	Registered Section 8 and 15 Due 04/13/2016	QPG SHERPA, LLC
GUARANTEED ON-BOARD 	04/13/2010	3774357	Registered Section 8 and 15 Due 04/13/2016	QPG SHERPA, LLC
GUARANTEED ON-BOARD 	04/13/2010	3774356	Registered Section 8 and 15 Due 04/13/2016	QPG SHERPA, LLC
GUARANTEED ON-BOARD 	04/13/2010	3774355	Registered Section 8 and 15 Due 04/13/2016	QPG SHERPA, LLC
GUARANTEED ON-BOARD 	04/13/2010	3774354	Registered Section 8 and 15 Due 04/13/2016	QPG SHERPA, LLC
GUARANTEED ON-BOARD 	04/13/2010	3774353	Registered Section 8 and 15 Due 04/13/2016	QPG SHERPA, LLC

#6069050 v6 \020767 \0008

EAST117400246.1

TRADEMARK
REEL: 005678 FRAME: 0954

<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG/APP NUMBER</u>	<u>STATUS</u>	<u>OWNER</u>
FIRST TO FLY	05/04/2010	3783695	Registered Section 8 and 15 Due 05/04/2016	QPG SHERPA, LLC
FIRST TO FLY	04/27/2010	3780421	Registered Section 8 and 15 Due 04/27/2016	QPG SHERPA, LLC
GUARANTEED ON BOARD	01/26/2010	3743501	Registered Section 8 and 15 Due 01/26/2016	QPG SHERPA, LLC
GUARANTEED ON BOARD	04/13/2010	3774345	Registered Section 8 and 15 Due 04/13/2016	QPG SHERPA, LLC
GODOG TOUGH FOR FUN 	08/24/2010	3836543	Registered Section 8 and 15 Due 08/24/2016	QPG SHERPA, LLC
GODOG	08/24/2010	3836542	Registered Section 8 and 15 Due 08/24/2016	QPG SHERPA, LLC


B. INTERNATIONAL TRADEMARK HOLDINGS

<u>Country</u>	<u>Marks</u>	<u>Filing/Reg Date</u>	<u>Reg No.</u>	<u>Status</u>	<u>Owner</u>
Australia	TRUSTYPUP	11/12/2013	1590876	Registered Renewal Due 11/12/2023	Worldwise, Inc.
Canada	WORLDWISE and Design	8/23/2005	TMA646388	Registered Renewal Due 08/23/2020	Worldwise, Inc.
Canada	SMARTYKAT	05/14/2015	TMA903615	Registered Renewal due: 05/14/2030	Worldwise, Inc.
Canada	PETLINKS	06/09/2015	TMA905676	Registered Renewal due: 06/9/2030	Worldwise, Inc.
Canada	SMARTYKAT (Class 18)	09/26/2014	1695627	Allowed	Worldwise, Inc.
Canada	FEATHER WHIRL	11/13/2014	1702605	Office Action Issued	Worldwise, Inc.
Canada	TRUSTYPUP	11/14/2013	1652081	Allowed	Worldwise, Inc.
China	PETLINKS	06/09/2014	14593881	Pending	Worldwise, Inc.
China	SMARTYKAT	09/28/2015	15430572	Pending	Worldwise, Inc.

#6069050 v6 \020767 \0008

EAST117400246.1

TRADEMARK
REEL: 005678 FRAME: 0955

<u>Country</u>	<u>Marks</u>	<u>Filing/Reg Date</u>	<u>Reg No.</u>	<u>Status</u>	<u>Owner</u>
CTM	WORLDWISE and Design 	5/14/2005	CTM 3163491	Registered	Worldwise, Inc.
CTM	PETLINKS	10/15/2014	012922464	Registered	Worldwise, Inc.
CTM	FEATHER WHIRL	03/03/2015	013465661	Registered	Worldwise, Inc.
CTM	TRUSTYPUP	07/03/2014	012326252	Registered Renewal due 11/19/2023	Worldwise, Inc.
Japan	TRUSTYPUP	02/21/2014	5651424	Registered	Worldwise, Inc.
Mexico	PETLINKS	07/30/2014	1473791	Registered Renewal Due: 05/29/2024	Worldwise, Inc.
Mexico	TRUSTYPUP (Class 28)	03/25/2014	1442281	Registered Renewal due 11/13/2023	Worldwise, Inc.
Mexico	TRUSTYPUP (Class 20)	03/25/2014	1442282	Registered Renewal due 11/13/2023	Worldwise, Inc.

#6069050 v6 \020767 \0008

EAST117400246.1

TRADEMARK
REEL: 005678 FRAME: 0956

SCHEDULE 2

PATENTS

A. ISSUED PATENTS

<u>Patents</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Status</u>	<u>Owner</u>
U.S. Patent for CAT SCRATCHING DEVICE	January 10, 2013	13/738,693	In Force - Patent Issued November 12, 2013 Patent No. 8,578,890 4th year MF due 11/12/17	WORLDWISE, INC.
U.S. Patent for PET LITTER MAT	June 23, 2008	12/215,019	In Force - Issued 10/11/2011 Patent No. 8,033,249 8th year MF due 10/11/19	WORLDWISE, INC.
U.S. Patent for CAT TOY	May 30, 2008	12/129,974	In Force - Patent issued 11/2/10 Patent 7,823,541 8th year MF due 11/2/18	WORLDWISE, INC.
U.S. Patent for CAT TOY	March 16, 2004	10/801,873	In Force - Issued 5/17/2005 Patent No. 6,892,675 Last MF due 5/17/17	WORLDWISE, INC.
Ultrasonic Noise Device	July 10, 2013	13/938,953	In Force - US Patent 9,004,010 Issued April 14, 2015 4th year MF due 4/14/19	Quaker Pet Group, Inc.
U.S. Design Patent for CAT SCRATCHER	June 17, 2006	29/261,705	In Force - Patent No. D544,155 Issued June 5, 2007	WORLDWISE, INC.
US Design Patent for PET	February 10,	29/332,139	In Force - Patent	WORLDWISE,

#6069050 v6 \020767 \0008

EAST117400246.1

TRADEMARK
REEL: 005678 FRAME: 0957

<u>Patents</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Status</u>	<u>Owner</u>
BED	2009		Issued 3/23/10 Design Patent D612,546	INC.
U.S. Design Patent for CAT TOY	November 8, 2010	29/378,711	In Force - Patent Issued 1/10/12 Patent D652,181	WORLDWISE, INC.
U.S. Design Patent for CAT TOY	November 8, 2010	29/378,713	In Force - Patent Issued 1/17/12 Patent D652,586	WORLDWISE, INC.
Canadian Industrial Design for PET GROOMING POST	February 11, 2011	Reg. No. 139118	Patent No. 139118 Issued November 3, 2011	WORLDWISE, INC.
Canadian Industrial Design for CAT SCRATCHER	February 11, 2011	Reg. No. 139119	Patent No. 139119 Issued September 8, 2011	WORLDWISE, INC.
Canadian Industrial Design for CAT SCRATCHER REFILL	February 11, 2011	Reg. No. 139120	Patent No. 139120 Issued September 8, 2011	WORLDWISE, INC.
Canadian Industrial Design for PET BED	February 11, 2011	Reg. No. 139121	Patent No. 139121 Issued September 8, 2011	WORLDWISE, INC.
Canadian Industrial Design for PET BED	February 11, 2011	Reg. No. 139122	Patent No. 139122 Issued September 8, 2011	WORLDWISE, INC.
Canadian Industrial Design for PET BED	February 11, 2011	Reg. No. 139123	Patent No. 139123 Issued September 8, 2011	WORLDWISE, INC.
U.S. Design Patent for COMBINED CAT SCRATCHER AND BED	May 6, 2011	29/391,377	In Force - Patent Issued 6/5/12 Patent D661,436	WORLDWISE, INC.
U.S. Design Patent for CAT SCRATCHER	March 6, 2012	29/414,984	In Force - Patent Issued: August 7, 2012 Patent D665,137	WORLDWISE, INC.
U.S. Design Patent for CAT SCRATCHER	March 6, 2012	29/414,962	In Force - Patent Issued: July 17, 2012 Patent D663,905	WORLDWISE, INC.
U.S. Design Patent for CAT SCRATCHER	March 6, 2012	29/414,989	In Force - Patent Issued: August 7, 2012	WORLDWISE, INC.

#6069050 v6 \020767 \0008

EAST117400246.1

TRADEMARK
REEL: 005678 FRAME: 0958

<u>Patents</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Status</u>	<u>Owner</u>
			Patent D665,138	
U.S. Design Patent for CAT SCRATCHER	March 6, 2012	29/414,992	In Force - Patent Issued: July 10, 2012 Patent D663,490	WORLDWISE, INC.
U.S. Design Patent for CAT SCRATCHER	March 6, 2012	29/414,996	In Force - Patent Issued: July 10, 2012 Patent D663,491	WORLDWISE, INC.
U.S. Design Patent for CAT SCRATCHER	March 6, 2012	29/414,999	In Force - Patent Issued: July 10, 2012 Patent D663,492	WORLDWISE, INC.
U.S. Design Patent for CAT SCRATCHER	March 6, 2012	29/415,007	In Force - Patent Issued: July 10, 2012 Patent D663,493	WORLDWISE, INC.
U.S. Design Patent for CATNIP TOY	July 11, 2012	29/426,925	In Force - Patent issued 6/25/13 Patent D685,145	WORLDWISE, INC.
U.S. Design Patent for BIRD SHAPED LASER PET TOY	July 18, 2012	29/427,455	In Force - Patent issued 4/2/13 Patent D679,460	WORLDWISE, INC.
U.S. Design Patent for MOUSE SHAPED LASER PET TOY	July 18, 2012	29/427,457	In Force - Patent issued 3/19/13 Patent D678,631	WORLDWISE, INC.
U.S. Design Patent for PET TREAT BALL	August 17, 2012	29/429,895	In Force - Patent issued 4/23/13 Patent D680,698	WORLDWISE, INC.
U.S. Design Patent for CAT SCRATCHER	August 17, 2012	29/429,896	In Force - Patent issued 7/9/13 Patent D685,959	WORLDWISE, INC.
U.S. Design Patent for CAT SCRATCHER	December 4, 2012	29/438,885	Patent issued 8/27/13 Patent D688,837	WORLDWISE, INC.
U.S. Design Patent for PET LITTER MAT	June 20, 2008	29/308,475	In Force - Issued 4/6/10 Patent No. D613,464	WORLDWISE, INC.
U.S. Design Patent for HUNTING DECOY	August 13, 2004	29/211,337	In Force - Issued 12/13/2005 Patent No. D512,762	WORLDWISE, INC.

#6069050 v6 \020767 \0008

EAST117400246.1

TRADEMARK
REEL: 005678 FRAME: 0959

<u>Patents</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Status</u>	<u>Owner</u>
U.S. Design Patent for CAT TOY	January 30, 2004	29/198,559	In Force - Issued 1/10/2006 Patent No. D513,546	WORLDWISE, INC.
SCRATCH SLOPE PET TOY	April 10, 2014	29/487,615	In Force - March 17, 2015 D724,797	WORLDWISE, INC.
MOUSE LAUNCHER CAT TOY	February 28, 2014	29/483,512	March 17, 2015 D724,796	WORLDWISE, INC.
FEATHER WHIRL PET TOY	March 4, 2014	29/483,856	March 10, 2015 D724,279	WORLDWISE, INC.
FISH LAUNCH PET TOY	April 10, 2014	29/487,623	March 10, 2015 D724,280	WORLDWISE, INC.
SCRATCH PET TOY	March 7, 2014	29/484,263	March 3, 2015 D723,752	WORLDWISE, INC.
TOY BOX CAT SCRATCHER	April 10, 2014	29/487,604	March 3, 2015 D723,753	WORLDWISE, INC.
BIRD WOBBLER CATNIP TOY	February 10, 2013	29/481,701	February 24, 2015 D723,227	WORLDWISE, INC.
BALL LINK DOG TOY	September 24, 2014	29/467,871	January 13, 2015 D721,210	WORLDWISE, INC.
CHEESE CHASER PET TOY	March 6, 2014	29/484,157	January 13, 2015 D721,212	WORLDWISE, INC.
PET TOY	March 6, 2014	29/484,150	January 6, 2015 D720,899	WORLDWISE, INC.
SIDE TABLE SCRATCH PERCH	December 20, 2013	29/477,424	May 13, 2014 D704,906	WORLDWISE, INC.
PET FEEDING DISH	April 10, 2014	29/487,629	November 11, 2014 D717,505	WORLDWISE, INC.
PET LOUNGER	August 12, 2014	29/499,212	In Force - D736,480 August 11, 2015	WORLDWISE, INC.
BASE FOR PET ATTRACTANT TOYS	August 5, 2014	29/498,561	In Force - D741,029 October 13, 2015	WORLDWISE, INC.
SCRATCH DOME PET TOY	April 9, 2014	29/487,502	In Force - Issued 7/28/15 US Patent D735,423	WORLDWISE, INC.
U.S. Design Application for CAT SCRATCHER	March 26, 2013	29/450,943	In Force - Issued 12/31/13 Patent No. D696,821	WORLDWISE, INC.

#6069050 v6 \020767 \0008

EAST117400246.1

TRADEMARK
REEL: 005678 FRAME: 0960

<u>Patents</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Status</u>	<u>Owner</u>
U.S. Design Application for PET FEEDER	September 27, 2013	29/468,316	In Force - Issued 1/21/14 Patent No. D698,096	WORLDWISE, INC.
U.S. Design Application 29/468,175, MOUSE FEEDER PUZZLE	September 26, 2013	29/468,175	In Force - Issued 1/21/14 Patent No. D 698,094	WORLDWISE, INC.
U.S. Design Application 29/468,181, MAZE PUZZLE FEEDER	September 26, 2013	29/468,181	In Force - Issued 1/21/14 Patent No. D698,095	WORLDWISE, INC.
U.S. Design Application for CAT TOY	September 26, 2013	29/468,109	In Force - Issued 10/28/14 Patent No. D716,508	WORLDWISE, INC.
U.S. Design Application for PET AMUSEMENT TOY	October 11, 2013	29/469,551	In Force - Issued 1/13/15 Patent No. D721,211	WORLDWISE, INC.
U.S. Design Application for PET FEEDER	September 20, 2013	29/467,666	In Force - Issued 2/11/14 Patent No. D699,402	WORLDWISE, INC.
U.S. Design Application for MURPHY DOG BED	September 25, 2013	29/467,957	In Force - Issued 1/13/15 Patent No. D721,207	WORLDWISE, INC.
U.S. Design Application for DOG BED BASE	September 25, 2013	29/467,950	In Force - Issued 3/10/15 Patent No. D724,273	WORLDWISE, INC.
U.S. Design Application for SCRATCH HIDEOUT	October 8, 2013	29/469,254	In Force - Issued 11/25/14 Patent No. D718,502	WORLDWISE, INC.
U.S. Design Application for END TABLE	September 25, 2013	29/468,003	In Force - Issued 5/13/14 Patent No. D704,901	WORLDWISE, INC.
U.S. Design Application for BALL LINK DOG	September 24, 2013	29/467,871	In Force - Issued 1/13/15 Patent No.	WORLDWISE, INC.

#6069050 v6 \020767 \0008

EAST117400246.1

TRADEMARK
REEL: 005678 FRAME: 0961

<u>Patents</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Status</u>	<u>Owner</u>
TOY			D721,210	
U.S. Design Application for DOG BED	September 20, 2013	29/467,669	In Force - Issued 11/11/14 Patent No. D717,503	WORLDWISE, INC.
U.S. Design Application for PET BED	September 20, 2013	29/467,671	In Force - Issued 3/3/15 Patent No. D723,747 S	WORLDWISE, INC.

#6069050 v6 \020767 \0008

EAST117400246.1