

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365816

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QPG Sherpa, LLC		11/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC		
<b>Street Address:</b>	311 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3864203	FOX & HOUNDS	
<b>Registration Number:</b>	3774359	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3802160	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774358	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774357	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774356	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774355	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774354	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774353	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3783695	FIRST TO FLY	
<b>Registration Number:</b>	3780421	FIRST TO FLY	
<b>Registration Number:</b>	3743501	GUARANTEED ON BOARD	
<b>Registration Number:</b>	3774345	GUARANTEED ON BOARD	
<b>Registration Number:</b>	3836543	GODOG TOUGH FOR FUN	
<b>Registration Number:</b>	3836542	GODOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173453299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$390.00 3864203

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 617 345 3000  
**Email:** bltmfiling@burnslev.com  
**Correspondent Name:** Deborah J. Peckham, Burns & Levinson LLP  
**Address Line 1:** 125 Summer Street  
**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	47105.4
<b>NAME OF SUBMITTER:</b>	Deborah J Peckham
<b>SIGNATURE:</b>	/Deborah J Peckham/
<b>DATE SIGNED:</b>	12/15/2015

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2015, among QPG SHERPA, LLC, a Delaware limited liability company (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as Administrative Agent (the "Administrative Agent" and "Monroe Capital").

This Agreement refers to (a) a Credit Agreement dated as of the date hereof, entered into among Worldwise, Inc., as Borrower, the financial institutions who are or become parties thereto as Lenders, Administrative Agent, and PNC Bank, National Association, as Servicing Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrower; and (b) a Guaranty and Collateral Agreement dated as of the date hereof, entered into among Grantor, as a "Grantor" thereunder, the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates. Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Guaranty and Collateral Agreement, the Obligations of Grantor under the Credit Agreement are secured.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of Agents 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, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Agents and the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of Agents and the Lenders, a continuing security interest in all of 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 each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each 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 each 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 Grantor against third parties for infringement of the Patents, the Trademarks or any licenses with respect to the Patents or the Trademarks.

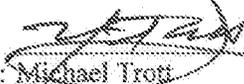
This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and the Patents made and granted hereby are more fully set forth in the Credit 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]

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

QPG SHERPA, LLC

BY: QUAKER PET GROUP, INC., as Sole Member

By:   
Name: Michael Trott  
Title: Chief Financial Officer and Secretary

Acknowledged:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By: \_\_\_\_\_  
Name: Gerry Burrows  
Title: Director

Signature page to Patent and Trademark Security Agreement

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

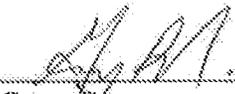
QPG SHERPA, LLC

BY: QUAKER PET GROUP, INC., as Sole Member

By: \_\_\_\_\_  
Name: Michael Trott  
Title: Chief Financial Officer and Secretary

Acknowledged:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By:  \_\_\_\_\_  
Name: Gerry Burrows  
Title: Director

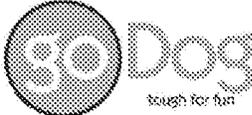
Signature page to Patent and Trademark Security Agreement

**TRADEMARK**  
**REEL: 005689 FRAME: 0162**

SCHEDULE 1

**TRADEMARKS**

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	FOX & HOUNDS	77964262	03/21/2010	3864203	10/19/2010
United States	GUARANTEED ON-BOARD 	77781177	07/14/2009	3774359	04/13/2010
United States	GUARANTEED ON-BOARD 	77781173	07/14/2009	3802160	06/15/2010
United States	GUARANTEED ON-BOARD 	77781167	07/14/2009	3774358	04/13/2010
United States	GUARANTEED ON-BOARD 	77781141	07/14/2009	3774357	04/13/2010
United States	GUARANTEED ON-BOARD 	77781119	07/14/2009	3774356	04/13/2010
United States	GUARANTEED ON-BOARD 	77781087	07/14/2009	3774355	04/13/2010
United States	GUARANTEED ON-BOARD 	77781082	07/14/2009	3774354	04/13/2010

United States	GUARANTEED ON-BOARD 	77781068	07/14/2009	3774353	04/13/2010
United States	FIRST TO FLY	77775436	07/07/2009	3783695	05/04/2010
United States	FIRST TO FLY	77775431	07/07/2009	3780421	04/27/2010
United States	GUARANTEED ON BOARD	77775416	07/07/2009	3743501	01/26/2010
United States	GUARANTEED ON BOARD	77775386	07/07/2009	3774345	04/13/2010
United States	GODOG TOUGH FOR FUN 	77574258	09/19/2008	3836543	08/24/2010
United States	GODOG	77574201	09/19/2008	3836542	08/24/2010

SCHEDULE 2

PATENTS

NONE.