

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quaker Dog, LLC		11/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
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		
CORRESPONDENCE DATA			
Fax Number:	6173453299		
<i>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.</i>			
Phone:	617 345 3000		
Email:	trademarks@burnslev.com		
Correspondent Name:	Deborah J. Peckham Burns & Levinson LLP		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	47105.4		
NAME OF SUBMITTER:	Deborah J Peckham		
SIGNATURE:	/Deborah J Peckham/		

CH \$190.00 4672827

DATE SIGNED:

12/15/2015

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2015, among QUAKER DOG, 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.

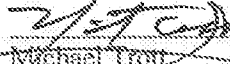
This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies 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.

QUAKER DOG, LLC

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

By: 
Name: Michael Trotter
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.

QUAKER DOG, 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

SCHEDULE 1

TRADEMARKS

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	SAFETY SUITE	86108919	11/ 03/2013	4672827	01/13/2015
United States	SUPERCAT (Class 28)	85513476	01/10/2012	4251485	11/27/2012
United States	SUPERCAT (Class 31)	85513465	01/10/2012	4251484	11/27/2012
United States	UNIMALS	85471010	11/11/2011	4296346	02/26/2013
United States	HEAR DOGGY	85192196	12/07/2010	3995297	07/12/2011
United States	PET NEW YORK 	77154809	04/12/2007	3661346	07/28/2009
United States		76194505	01/16/2001	2750914	08/12/2003

SCHEDULE 2

PATENTS

NONE.

Schedule 2 to Patent and Trademark Security Agreement

EAST117445808.1

RECORDED: 12/15/2015

**TRADEMARK
REEL: 005689 FRAME: 0246**