

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quaker Pet Group, Inc.		11/30/2015	CORPORATION: 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: 15			
Property Type	Number	Word Mark	
Serial Number:	86401770	GODOG	
Serial Number:	86401765	GODOG	
Serial Number:	86401754	GODOG	
Serial Number:	86401744	GODOG	
Serial Number:	86401736	GODOG	
Serial Number:	86401716	GODOG	
Serial Number:	86401690	GODOG	
Serial Number:	85011704	CAT'S CLUB	
Serial Number:	85170087	CHEW TUFF TECHNOLOGY	
Serial Number:	85170017	CHEW TUFF	
Serial Number:	85158781	SILVER TAILS	
Serial Number:	78193086	BOTTOM'S UP LEASH	
Serial Number:	76500291	CLOAK & DAWGGIE	
Serial Number:	76194504	NEW YORK DOG	
Serial Number:	76194503	NEW YORK DOG	
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>			

CH \$390.00 86401770

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/

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 PET GROUP, INC., a Delaware corporation (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 PET GROUP, INC.

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 PET GROUP, INC.

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: 005690 FRAME: 0006

SCHEDULE 1

TRADEMARKS

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	GODOG	86401770	09/22/2014		n/a
United States	GODOG	86401765	09/22/2014		n/a
United States	GODOG	86401754	09/22/2014		n/a
United States	GODOG	86401744	09/22/2014		n/a
United States	GODOG	86401736	09/22/2014		n/a
United States	GODOG	86401716	09/22/2014		n/a
United States	GODOG	86401690	09/22/2014		n/a
United States	CAT'S CLUB	85011704	04/12/2010	4498335	03/18/2014
United States	CHEW TUFF TECHNOLOGY	85170087	11/05/2010	4191316	08/14/2012
United States	CHEW TUFF	85170017	11/05/2010	4191314	08/14/2012
United States	SILVER TAILS	85158781	10/22/2010	4296024	02/26/2013
United States	BOTTOM'S UP LEASH	78193086	12/10/2002	2794845	12/16/2003
United States	CLOAK & DOGGIE & Design <i>cloak & dawgie</i>	76500291	03/25/2003	2852906	06/15/2004
United States	NEW YORK  dog	76194504	01/16/2001	2607001	08/13/2002
United States	NEW YORK DOG	76194503	01/16/2001	2568675	05/07/2002

SCHEDULE 2

PATENTS

Title	Application Number	Filing Date	Patent Number	Issue Date	Status	Registrant
ULTRASONIC NOISE DEVICE	13/938,953	July 10, 2013	9004010	April 14, 2015	Issued	Quaker Pet Group, Inc.

Schedule 2 to Patent and Trademark Security Agreement

EAST117445595.1

RECORDED: 12/15/2015

**TRADEMARK
REEL: 005690 FRAME: 0008**