

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLDWISE, INC.,		09/26/2016	Corporation: CALIFORNIA
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: 9			
Property Type	Number	Word Mark	
Registration Number:	4649884	ID-TO-GO	
Registration Number:	2574335	SHERPA CLASSIC TRAVELER	
Registration Number:	3050155	SHERPA SINCE 1989	
Registration Number:	3163782	SHERPA SINCE 1989	
Registration Number:	1990250	SHERPA SKYLINE	
Registration Number:	1649499	SHERPA'S PET TRADING COMPANY	
Registration Number:	2044070	SHERPA'S PET TRADING COMPANY	
Registration Number:	2213134	SHERPA'S TRADING COMPANY	
Registration Number:	1804451	TRAVEL TAILS	
CORRESPONDENCE DATA			
Fax Number:	9175229957		
<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:	(212) 735-8857		
Email:	msegui@morrisoncohen.com		
Correspondent Name:	Lauren Brown		
Address Line 1:	909 Third Avenue, 27th Floor		
Address Line 2:	c/o Morrison Cohen LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	020767-0008(SBudow)		

CH \$240.00 4649884

NAME OF SUBMITTER:	Lauren Brown
SIGNATURE:	/Lauren Brown/
DATE SIGNED:	09/29/2016
Total Attachments: 7 source=Patent and Trademark Security Agreement (2)#page1.tif source=Patent and Trademark Security Agreement (2)#page2.tif source=Patent and Trademark Security Agreement (2)#page3.tif source=Patent and Trademark Security Agreement (2)#page4.tif source=Patent and Trademark Security Agreement (2)#page5.tif source=Patent and Trademark Security Agreement (2)#page6.tif source=Patent and Trademark Security Agreement (2)#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of September 26, 2016, among WORLDWISE, INC., a California corporation (the "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 described below).

This Agreement refers to (a) a Securities Purchase Agreement dated as of November 30, 2015, entered into among Grantor, as Borrower, the financial institutions who are or become parties thereto as Lenders and Agent (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 Grantor; and (b) a Guaranty and Collateral Agreement dated as of November 30, 2015, entered into among Grantor, as a "Grantor" thereunder, the other Persons who are or become parties thereto as "Grantors" thereunder, and Agent, as amended by that certain Amendment to Guaranty and Collateral Agreement dated as of the date hereof (as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), pursuant to which 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, Grantor has granted to Agent, for the benefit of 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, Grantor is required to execute and deliver to Agent, for the benefit of Agent and the Lenders, this Agreement.

Pursuant to an Asset Purchase Agreement dated as of September 26, 2016, the Grantor has acquired certain additional intellectual property, which Grantor has and wishes to grant to Agent, for the benefit of Agent and the Lenders, a continuing security interest in pursuant to the Guaranty and Collateral Agreement and this Agreement.

In consideration of the mutual agreements set forth herein and in the Securities Purchase Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Agent, for the benefit of Agent 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 Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Securities Purchase Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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]

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

WORLDWISE, INC.

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

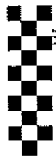
Acknowledged:

PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP,
as the Agent

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

By: _____
Name: Jason D. Drattell
Title: Manager

[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.

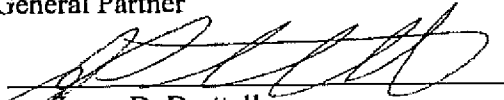
WORLDWISE, INC.

By: _____
Name: Michael Trott
Title: Chief Financial 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: Jason D. Drattell
Title: Manager

[Signature page to Patent and Trademark Security Agreement]

SCHEDULE 1

TRADEMARKS

<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG/APP NUMBER</u>	<u>STATUS</u>	<u>OWNER</u>
ID-TO-GO	12/02/2014	4649884	Registered Section 8 and 15 Due 12/02/2020	Worldwise, Inc.
SHERPA CLASSIC TRAVELER	05/28/2002	2574335	Renewed Renewal due 05/28/2022	Worldwise, Inc.
SHERPA SINCE 1989 and Design 	01/24/2006	3050155	Renewed Renewal due 01/24/2026	Worldwise, Inc.
SHERPA SINCE 1989 and Design 	10/24/2006	RN: 3163782	Registered Renewal due 10/24/2016	Worldwise, Inc.
SHERPA SKYLINE	07/30/1996	RN: 1990250	Renewed Renewal due July 30, 2016	Worldwise, Inc.
SHERPA'S PET TRADING COMPANY and Design 	07/02/1991	RN: 1649499	Renewed Renewal due 07/02/2021	Worldwise, Inc.
SHERPA'S PET TRADING COMPANY and Design 	03/11/1997	RN: 2044070	Renewed Renewal due 03/11/2017	Worldwise, Inc.

<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG/APP NUMBER</u>	<u>STATUS</u>	<u>OWNER</u>
SHERPA'S TRADING COMPANY and Design 	12/22/1998	RN: 2213134	Renewed Renewal due 12/22/2018	Worldwise, Inc.
TRAVEL TAILS	11/16/1993	RN: 1804451	Renewed Renewal due 11/16/2023	Worldwise, Inc.

[Schedule 1 to Patent and Trademark Security Agreement]

SCHEDULE 2

PATENTS

<u>Patents</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Status</u>	<u>Owner</u>
DUAL ANIMAL CARRIER	09/26/06	29/266,764	In Force – US Patent D548408 issued on August 7, 2007	WORLDWISE, INC.
DUAL ANIMAL CARRIER	09/20/06	11/524,551	In Force - Patent Issued 9/6/11 Patent 7,665,421 8th year MF due 2/23/2018	WORLDWISE, INC.
WHEELED TOTE	06/10/02	29/162,191	In Force – US Patent D481539 issued on November 4, 2003	WORLDWISE, INC.
PET CARRIER WITH CONVERTIBLE STRAPS	4/15/99	09/293,519	In Force - Patent Issued 9/11/2001 Patent 6,286,461 All fees paid	WORLDWISE, INC.
WHEELED ANIMAL CARRIER	07/22/98	09/120,913	In Force - Patent Issued 2/8/2000 Patent 6,021,740 All fees paid	WORLDWISE, INC.
ANIMAL CARRIER	09/08/97	08/924,979	In Force - Patent Issued 8/24/1999 Patent 5,941,195 All fees paid	WORLDWISE, INC.
ANIMAL CARRIER	06/02/97	29/071,564	In Force – US Patent D398083 issued on September 8, 1998	WORLDWISE, INC.
ANIMAL CARRIER	06/02/97	29/071,563	In Force – US Patent D398082 issued on September 8, 1998	WORLDWISE, INC.

[Schedule 2 to Patent and Trademark Security Agreement]