

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440301

|                                   |  |                       |                               |
|-----------------------------------|--|-----------------------|-------------------------------|
| <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>            |
| PetEdge, Inc.                     |  | 08/21/2017            | Corporation:<br>MASSACHUSETTS |
| <b>RECEIVING PARTY DATA</b>       |  |                       |                               |
| <b>Name:</b>                      | Monroe Capital Management Advisors, LLC, as Administrative Agent |                       |                               |
| <b>Street Address:</b>            | 311 S. Wacker Dr., Ste 6400                                      |                       |                               |
| <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: 67</b> |  |                       |                               |
| <b>Property Type</b>              | <b>Number</b>  | <b>Word Mark</b>      |                               |
| <b>Registration Number:</b>       | 5139310  | DOUBLEHIDES           |                               |
| <b>Registration Number:</b>       | 5169257  | SLUMBER PET           |                               |
| <b>Registration Number:</b>       | 5106667  | THERMAPET             |                               |
| <b>Registration Number:</b>       | 5068463  | MEOW TOWN             |                               |
| <b>Registration Number:</b>       | 5068462  | PAW EARTH             |                               |
| <b>Registration Number:</b>       | 5068460  |                       |                               |
| <b>Registration Number:</b>       | 4965576  |                       |                               |
| <b>Registration Number:</b>       | 4892950  |                       |                               |
| <b>Registration Number:</b>       | 4790595  | MAX & MAGGIE          |                               |
| <b>Registration Number:</b>       | 4759263  | PET STUDIO            |                               |
| <b>Registration Number:</b>       | 4692636  | GUARDIAN GEAR         |                               |
| <b>Registration Number:</b>       | 4733268  | MEGARUFF              |                               |
| <b>Registration Number:</b>       | 4598582  | MAX & MAGGIE          |                               |
| <b>Registration Number:</b>       | 4499290  | WISE REWARDS          |                               |
| <b>Registration Number:</b>       | 4499289  | WISE REWARDS          |                               |
| <b>Registration Number:</b>       | 4486209  | ZACK & ZOEY           |                               |
| <b>Registration Number:</b>       | 4560995  | LIVE LOVE WAG         |                               |
| <b>Registration Number:</b>       | 4393367  | FUNDAMENTALS          |                               |
| <b>Registration Number:</b>       | 4422488  | MEGA RUFFS            |                               |
| <b>TRADEMARK</b>                  |  |                       |                               |

OP \$1690.00 5139310

| Property Type        | Number  | Word Mark                                |
|----------------------|---------|--|
| Registration Number: | 4393108 | MEGARUFFS                                |
| Registration Number: | 4365420 |  |
| Registration Number: | 4347445 | CONTROL BOWL                             |
| Registration Number: | 4363064 | MASTER GROOMING TOOLS                    |
| Registration Number: | 4797522 | MASTER EQUIPMENT                         |
| Registration Number: | 4138835 | INTELLIPET                               |
| Registration Number: | 4654860 | PROEYE                                   |
| Registration Number: | 4252515 | CLEAN GO PET                             |
| Registration Number: | 4138680 | ARIA                                     |
| Registration Number: | 4204486 | PETSTUDIO GIFTS FOR PETS & PET PEOPLE!   |
| Registration Number: | 4287543 | PET STUDIO                               |
| Registration Number: | 4432882 | BEGOOD                                   |
| Registration Number: | 2874942 | RANCH REWARDS                            |
| Registration Number: | 2963927 | CASUAL CANINE                            |
| Registration Number: | 2988964 | GUARDIAN GEAR                            |
| Registration Number: | 2774161 | DEDICATED TO BUILDING YOUR PET CARE BUSI |
| Registration Number: | 2698849 | PETEDGE                                  |
| Registration Number: | 3891383 | PUZZLE STATION                           |
| Registration Number: | 3535298 | ZACK & ZOEY                              |
| Registration Number: | 3740329 | SAVVY TABBY                              |
| Registration Number: | 3617225 | U · GROOM                                |
| Registration Number: | 3702447 | CRUISING COMPANION                       |
| Registration Number: | 3316991 | ZANIES                                   |
| Registration Number: | 3316990 | ZANIES                                   |
| Registration Number: | 3521397 | CLEARQUEST                               |
| Registration Number: | 3528118 | GRRIGGLES                                |
| Registration Number: | 3285286 | GROOMERS.COM                             |
| Registration Number: | 3333217 | IKARIA                                   |
| Registration Number: | 3022825 | EAST SIDE COLLECTION                     |
| Registration Number: | 2988694 | PRODENTAL                                |
| Registration Number: | 3052293 | TOP PERFORMANCE                          |
| Registration Number: | 2899045 | HEALTHY BAKER ALL NATURAL DOG BISCUITS   |
| Registration Number: | 2620363 | NEW ENGLAND SERUM COMPANY                |
| Registration Number: | 2506847 | ZANIES                                   |
| Registration Number: | 2506846 | BRIGHT MAGIC                             |
| Registration Number: | 2577952 | SILKOTE                                  |
| Registration Number: | 2575753 | SUNGOLD                                  |
| Registration Number: | 2500457 | DERMED                                   |

| Property Type        | Number   | Word Mark       |
|----------------------|----------|-----------------|
| Registration Number: | 2500456  | PROEAR          |
| Registration Number: | 2575752  | PROGLO          |
| Registration Number: | 2500455  | MEDISTYP        |
| Registration Number: | 2617144  | NESERUM         |
| Registration Number: | 2594070  | TOP PERFORMANCE |
| Registration Number: | 2386092  | PROSELECT       |
| Registration Number: | 2336610  | EXTEND-A-LIFE   |
| Registration Number: | 1884488  | CITRILUX        |
| Registration Number: | 1657124  | CLIPPERCOOL     |
| Serial Number:       | 86768754 | COOL PUP        |

**CORRESPONDENCE DATA**

**Fax Number:** 3128637865

*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:** 312-201-3865

**Email:** sharon.patterson@goldbergkohn.com

**Correspondent Name:** Sharon Patterson, Paralegal

**Address Line 1:** Goldberg Kohn Ltd., 55 E. Monroe St.

**Address Line 2:** Ste. 3300

**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 7537.021

**NAME OF SUBMITTER:** Sharon Patterson

**SIGNATURE:** /sharon patterson/

**DATE SIGNED:** 08/23/2017

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed by PETEDGE, INC. ("Grantor") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with a Guaranty and Collateral Agreement dated as of August 21, 2017, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of 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 trademarks, trademark applications, 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 itself and the ratable benefit of 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 itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, 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) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

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 Trademark Collateral 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.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9 102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

"Trademarks" means (a) all trademarks, trade names, corporate names, Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

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

**PETEDGE, INC.**

a Massachusetts corporation, as a Grantor

By: 

Name: Andrew S. Katz

Title: President

Acknowledged:

**MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Administrative Agent**

By: \_\_\_\_\_

Name: Alex Franky

Title: Managing Director

**SCHEDULE 1**

**TRADEMARK COLLATERAL**

Trademark Registrations:

| MARK                                  | REGISTRATION NUMBER | DATE     |
|---------------------------------------|---------------------|----------|
| DOUBLEHIDES                           | 5139310             | 2/7/17   |
| SLUMBER PET                           | 5169257             | 3/28/17  |
| THERMAPET                             | 5106667             | 3/28/17  |
| MEOW TOWN                             | 5068463             | 10/25/16 |
| PAW EARTH                             | 5068462             | 10/25/16 |
| [Design Only]                         | 5068460             | 10/25/16 |
| [Design Only]                         | 4965576             | 5/24/16  |
| [Design Only]                         | 4892950             | 1/26/16  |
| MAX & MAGGIE                          | 4790595             | 8/11/15  |
| PET STUDIO                            | 4759263             | 6/23/15  |
| GUARDIAN GEAR                         | 4692636             | 2/24/15  |
| MEGARUFF                              | 4733268             | 5/5/15   |
| MAX & MAGGIE                          | 4598582             | 9/2/14   |
| WISE REWARDS                          | 4499290             | 3/18/14  |
| WISE REWARDS                          | 4499289             | 3/18/14  |
| ZACK & ZOEY                           | 4486209             | 2/18/14  |
| LIVE LOVE WAG                         | 4560995             | 7/1/14   |
| FUNDAMENTALS                          | 4393367             | 8/27/13  |
| MEGA RUFFS                            | 4422488             | 10/22/13 |
| MEGARUFFS                             | 4393108             | 8/27/13  |
| [Design Only]                         | 4365420             | 7/9/13   |
| CONTROL BOWL                          | 4347445             | 6/4/13   |
| MASTER GROOMING TOOLS                 | 4363064             | 7/9/13   |
| MASTER EQUIPMENT                      | 4797522             | 8/25/15  |
| INTELLIPET                            | 4138835             | 5/8/12   |
| PROEYE                                | 4654860             | 12/16/14 |
| CLEAN GO PET                          | 4252515             | 12/4/12  |
| ARIA                                  | 4138680             | 5/8/12   |
| PETSTUDIO GIFTS FOR PETS & PET PEOPLE | 4204486             | 9/11/12  |
| PET STUDIO                            | 4287543             | 2/12/13  |
| BEGOOD                                | 4432882             | 11/12/13 |
| RANCH REWARDS                         | 2874942             | 8/17/04  |
| CASUAL CANINE                         | 2963927             | 6/28/05  |
| GUARDIAN GEAR                         | 2988964             | 8/30/05  |
| DEDICATED TO BUILDING YOUR PET CARE   | 2774161             | 10/14/03 |



|   |           |          |
|---|-----------|----------|
| BUSINESS                                  |           |          |
| PETEDGE                                   | 2698849   | 3/18/03  |
| PUZZLE STATION                            | 3891383   | 12/14/10 |
| ZACK & ZOEY                               | 3535298   | 11/18/08 |
| SAVVY TABBY                               | 3740329   | 1/19/10  |
| U · GROOM                                 | 3617225   | 5/5/09   |
| CRUISING COMPANION                        | 3702447   | 10/27/09 |
| ZANIES                                    | 3316991   | 10/23/07 |
| ZANIES                                    | 3316990   | 10/23/07 |
| CLEARQUEST                                | 3521397   | 10/21/08 |
| GRRIGGLES                                 | 3528118   | 11/4/08  |
| GROOMERS.COM                              | 3285286   | 8/28/07  |
| IKARIA                                    | 3333217   | 11/13/07 |
| EAST SIDE COLLECTION                      | 3022825   | 12/6/05  |
| PRODENTAL                                 | 2988694   | 8/30/05  |
| TOP PERFORMANCE                           | 3052293   | 1/31/06  |
| HEALTHY BAKER ALL<br>NATURAL DOG BISCUITS | 2899045   | 11/2/04  |
| NEW ENGLAND SERUM<br>COMPANY              | 2620363   | 9/17/02  |
| ZANIES                                    | 2506847   | 11/13/01 |
| BRIGHT MAGIC                              | 2506846   | 11/13/01 |
| SILKOTE                                   | 2577952   | 6/11/02  |
| SUNGOLD                                   | 2575753   | 6/4/02   |
| DERMED                                    | 2500457   | 10/23/01 |
| PROEAR                                    | 2500456   | 10/23/01 |
| PROGLO                                    | 2575752   | 6/4/02   |
| MEDISTYP                                  | 2500455   | 10/23/01 |
| NESERUM                                   | 2617144   | 9/10/02  |
| TOP PERFORMANCE                           | 2594070   | 7/16/02  |
| PROSELECT                                 | 2386092   | 9/12/00  |
| EXTEND-A-LIFE                             | 2336610   | 3/28/00  |
| CITRILUX                                  | 1884488   | 3/21/95  |
| CLIPPERCOOL                               | 1657124   | 9/17/91  |
| PETEDGE                                   | TMA591516 | 10/3/03  |

Trademark Applications:

| MARK     | APPLICATION NUMBER | DATE    |
|----------|--------------------|---------|
| COOL PUP | 86768754           | 9/25/15 |