

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	UCC Foreclosure Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petzila, Inc.		04/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SIGMATRON INTERNATIONAL, INC.		
Street Address:	2201 Landmeier Road		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86659963		
Serial Number:	86477021	TREAT CAM	
Serial Number:	86541901	SOCIAL PETWORK	
Serial Number:	86460856	PETZI	
Serial Number:	86365077	PETZI	
Serial Number:	85928059	PETZILA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	248 645-1483		
Email:	ipdocket@h2law.com		
Correspondent Name:	Jacob P. Woolbright		
Address Line 1:	450 West Fourth St.		
Address Line 4:	Royal Oak, MICHIGAN 48067		
NAME OF SUBMITTER:	Jacob P. Woolbright		
SIGNATURE:	/Jacob P. Woolbright/		
DATE SIGNED:	06/06/2018		
Total Attachments: 11			

CH \$165.00 86659963

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Howard & Howard

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Ann Arbor

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Direct Dial: 312.456.3414

James E. Morgan

E-mail: Jem@h2law.com

April 9, 2018

**NOTICE OF PUBLIC SALE DISPOSITION
OF COLLATERAL PURSUANT TO
UNIFORM COMMERCIAL CODE**

To: SEE ATTACHED SERVICE LIST
Via FedEx

SigmaTron International, Inc., (“SigmaTron” or “Secured Party”) is a Secured Party pursuant to the following agreements between Petzila, Inc. (“Petzila”) and SigmaTron: Manufacturing Agreement dated March 23, 2015, as amended; Promissory Note and Security Agreement each effective January 29, 2016; the Amended and Restated Promissory Note effective December 1, 2016; the Forbearance and Modification Agreement effective April 29, 2017; the Intellectual Property Security Agreement effective June 27, 2017; the Promissory Note dated August 25, 2017; Second Forbearance and Modification Agreement effective July 31, 2017; the Agreement and Promissory Note each dated February 19, 2018 and other related documents (collectively as amended from time to time, the “Agreements”). Pursuant to the Agreements, Secured Party holds a properly perfected, first-priority lien on all of Petzila’s right, title and interest in all inventory, chattel paper, accounts, equipment and general intangibles of Petzila, along with such other tangible and intangible property described in the Agreements (collectively, the “Collateral”).

The balance of the obligations under the Agreements as of April 30, 2018 due to Secured Party is projected to be \$3,532,900.46, plus attorney’s fees and costs.

NOTICE IS HEREBY GIVEN that a public sale of the Collateral will be conducted on **April 30, 2018 at 10:00 a.m. at the California offices of SigmaTron, 30000 Eigenbrodt Way, Union City, CA 94587**, subject to any adjournments of the sale to a later date. The sale will be by public auction to the highest bidder for cash, although Secured Party reserves the right to purchase at the sale and bid in all or some part of the outstanding indebtedness in lieu of cash.

NOTICE IS ALSO GIVEN that under the Uniform Commercial Code Section 9-210, Petzila is entitled to request an accounting of the unpaid indebtedness secured by the Collateral that Secured Party intends to sell. Petzila may obtain an accounting by forwarding a written request executed by Petzila to James E. Morgan, Howard & Howard Attorneys PLLC, at the address below. Under law, Petzila is entitled to an accounting free of charge every six (6) months. If Petzila requests an additional accounting within that time, Secured Party may charge up to \$25.00 to provide the additional accounting.

The Collateral will be sold to the highest bidder for cash or certified or cashier’s check. Upon acceptance of a bid, the successful highest bidder (other than Secured Party) must tender to Secured Party, in cash or by certified or cashier’s check, a deposit in the amount of not less than 20% of the amount of the bid (the “Deposit”). The balance is due and payable to Secured Party in the same manner, or in any other

manner agreed to by Secured Party in its sole discretion, no later than 48 hours after acceptance of the bid. If successful bidder fails to pay such balance within such time, the bidder shall forfeit the Deposit to Secured Party as liquidated damages, and the Secured Party may, but shall not be obligated to, offer the Collateral to the next highest bidder.

The successful bidder will receive a quitclaim Bill of Sale and title and interest in the Collateral. The Collateral will be sold "as is" and "where is" and Secured Party makes no representations or warranties as to the condition of the Collateral, and the sale is subject to all taxes, liens, claims and encumbrances. Secured Party reserves the right to bid, in credit and/or cash, at the sale and to become the purchaser, and to announce additional terms at the time and place of sale. For further information, interested parties should contact James E. Morgan, Howard & Howard Attorneys PLLC, 200 S. Michigan Ave., Suite 1100, Chicago, Illinois, 60604, Tel (312) 456-3414.

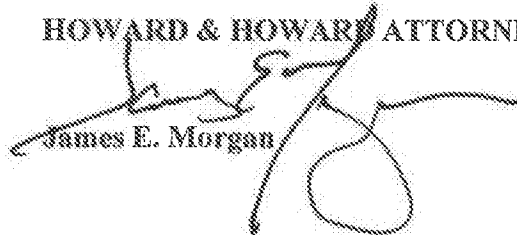
Notice of this sale will be published in The San Jose Mercury News and San Francisco Chronicle, papers of general circulation.

NOTICE IS ALSO GIVEN that Petzila may redeem the Collateral, subject to any agreements executed by Petzila to waive its right to redeem, prior to the public sale or execution of any contract for sale, whichever is earlier, by paying the entire indebtedness due to Secured Party by Petzila, plus all unpaid interest which continues to accrue, the expenses incurred through retaking, holding, preparing for disposition, processing, and disposing of the Collateral, and all attorneys' fees and costs of collection incurred and allowed under the applicable Agreements and at law. If Petzila does not wish to redeem the Collateral, it is not required to take any action.

Please contact the undersigned with any questions.

Very truly yours,

HOWARD & HOWARD ATTORNEYS PLLC



James E. Morgan

THIS NOTICE IS DATED: April 9, 2018

All Correspondence and Inquiries Should be Sent to:

SigmaTron, International, Inc.
c/o James E. Morgan
Howard & Howard Attorneys PLLC
200 S. Michigan Ave., Suite 1100
Chicago, IL 60604

SERVICE LIST

David Clark, CEO
Petzila, Inc.
60 S. Market St., #260
San Jose, CA 95113

First Corporate Solutions
914 S. Street
Sacramento, CA 95811

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("**IP Security Agreement**"), effective as of June 27, 2017, is made by and between PETZILA, INC., a Delaware corporation (the "**Grantor**") in favor of SIGMATRON INTERNATIONAL, INC., a Delaware corporation (the "**Secured Party**;" capitalized terms used herein that are not defined have the same meanings as described in the Security Agreement (as defined below)).

WHEREAS, Grantor, as buyer, and Secured Party, as seller, entered into the Manufacturing Agreement, dated March 23, 2015, as amended by the Amendment to Manufacturing Agreement dated February 29, 2016 and effective January 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Manufacturing Agreement**"),

WHEREAS, Grantor, as borrower, and Secured Party, as lender, entered into the Promissory Note dated as of February 29, 2016 in the principal amount of \$887,530.54, as amended and restated by the Amended and Restated Promissory Note dated December 1, 2016 (as amended, restated, renewed, replaced or otherwise modified from time to time, the "**Note**"),

WHEREAS, Grantor, as debtor, and Secured Party, as secured party, entered into the Security Agreement dated February 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"),

WHEREAS, under the terms of the Security Agreement, Grantor granted to Secured Party a first perfected priority security interest in all of the Grantor's Accounts and Bank Accounts to secure all of Grantor's Obligations, and

WHEREAS, Grantor is in default under the Manufacturing Agreement, the Note and the Security Agreement, and has requested that Secured Party forbear from exercising Secured Party's rights and remedies against Grantor and the Collateral, and as a condition of such forbearance, Secured Party requires that Grantor grant to Secured Party a first priority security interest in all of Grantor's assets, now owned and hereafter acquired, in any form, wherever located, including without limitation all Intellectual Property and in furtherance thereof, to execute and deliver this IP Security Agreement for recording with international, national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to, and under all of the Grantor's Intellectual Property (as defined in the Security Agreement), including

but not limited to the patents set forth on the attached Schedule 1, and the trademarks set forth on the attached Schedule 2.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Transaction Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Forbearance Agreement, which is hereby incorporated by reference. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by law, the Note, the Security Agreement, the Manufacturing Agreement, the Forbearance Agreement, this IP Security Agreement and the related documents entered into in connection with any of the foregoing, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement for all purposes.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

7. Waiver, Jurisdiction. GRANTOR WAIVES EVERY DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY SECURED PARTY IN ENFORCING THIS AGREEMENT AND RATIFIES AND CONFIRMS WHATEVER SECURED PARTY MAY DO PURSUANT TO THE TERMS HEREOF AND AGREES THAT SECURED PARTY SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR MISTAKES OF FACT OR LAW. SECURED PARTY AND GRANTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT EXECUTED OR

CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH SECURED PARTY AND GRANTOR ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SECURED PARTY GRANTING FINANCIAL ACCOMMODATION TO GRANTOR.

Upon demand by Secured Party, Grantor agrees to pay all costs, legal expenses, attorneys' fees and paralegals' fees of every kind, paid or incurred by Secured Party in enforcing its rights hereunder including, but not limited to, litigation or proceedings initiated under the United States Bankruptcy Code, or in defending against any defense, cause of action, counterclaim, setoff or cross-claim based on any act of commission or omission by Secured Party with respect to the Transaction Documents promptly on demand of Secured Party.

TO INDUCE SECURED PARTY TO ENTER INTO THE FORBEARANCE AGREEMENT, GRANTOR IRREVOCABLY AGREES THAT ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, ILLINOIS, AND GRANTOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING ITS SITUS IN SAID CITY, AND WAIVES ANY OBJECTION BASED ON *FORUM NONCONVENIENS*. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO GRANTOR AT THE ADDRESS SPECIFIED BELOW IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE. FURTHERMORE, GRANTOR WAIVES ALL NOTICES AND DEMANDS IN CONNECTION WITH THE ENFORCEMENT OF SECURED PARTY'S RIGHTS.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties have executed this IP Security Agreement as of the date first written above.

GRANTOR:

SECURED PARTY:

PETZILA, INC.

SIGMATRON INTERNATIONAL, INC.

By: 
Name: David P. Clark
Title: President & CEO

By: 
Name: Gary R. Fairhead
Title: President & CEO

Notice Address:

Notice Address:

3031 Tisch Way, Suite 110 "Spaces"
San Jose, California 95128
Attn: David P. Clark, President

2201 Landmeier Road
Elk Grove Village, Illinois 60007
Attn: Gary R. Fairhead, President and CEO

With a copy to:

With a copy to:

Eric Malis
Cooley LLP
3715 Hanover Street
Palo Alto, California 94304-1130

Henry J. Underwood
Howard & Howard Attorneys PLLC
200 South Michigan Avenue, Suite 1100
Chicago, Illinois 60604-2461

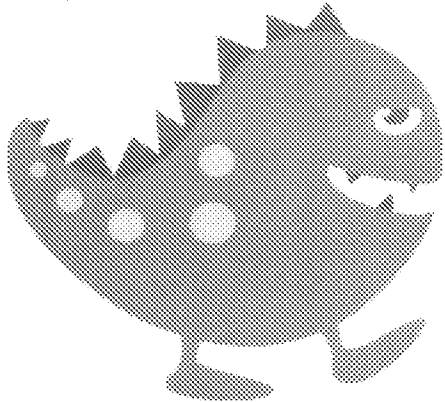
SCHEDULE 1


PATENTS AND PATENT APPLICATIONS

PETZILA, INC. Patents					
Country	Application No.	Publication No.	Filing Date	Issue Date	Status
U.S.	14/280,577	20150327514	5/17/2014	N/A	Abandoned
U.S.	15/050,468	20160257481	2/23/2016	N/A	Pending

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

PETZILA, INC. TRADEMARKS					
Trademark Name	Jurisdiction	Trademark Status	Filing Date	Serial Number	Application Number / Registration Number
	US	Reg	Jun. 11, 2015	86659963	4981255
TREAT CAM	US	Dead	Dec. 10, 2014	86477021	-
SOCIAL PETWORK	US	Dead	Feb. 21, 2015	86541901	-
PETZI	US	Reg	Nov. 21, 2014	86460856	4805538

<p>PETZI</p>	<p>US</p>	<p>Reg</p>	<p>Aug. 13, 2014</p>	<p>86365077</p>	<p>4749697</p>
	<p>US</p>	<p>Reg</p>	<p>May 09, 2013</p>	<p>85928059</p>	<p>4589732</p>

VERIFICATION

Attached hereto is a true and correct copy of the Notice of Public Sale Disposition of Collateral Pursuant to Uniform Commercial Code, signed by Howard & Howard Attorneys, PLLC, attorneys for SigmaTron International, Inc., Secured Party. The trademarks and patent applications listed in Schedules 1 and 2 have been legally foreclosed on based applicable state laws.

SigmaTron International, Inc.

By: Henry Underwood
Henry J. Underwood, Assistant Secretary

Dated: June 6, 2018

State of Illinois)
) ss.
County of Cook)

Signed and sworn before me
this 6th day of June, 2018.

Karen L. May
Notary Public

