

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAG'N TAILS MOBILE CONVERSIONS, LLC		08/31/2020	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	ALDINE CAPITAL FUND III, L.P.		
Street Address:	444 West Lake Street		
Internal Address:	Suite 4550		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2752517	WAG'N TAILS	
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>			
Email:	tmadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Heidi R. Thole		
SIGNATURE:	/Heidi R. Thole/		
DATE SIGNED:	09/30/2020		
Total Attachments: 4			
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF AUGUST 31, 2020 AMONG FIRST MERCHANTS BANK (THE "SENIOR LENDER"), ALDINE CAPITAL FUND III, L.P., AND WAG'N TAILS MOBILE CONVERSIONS, LLC ("BORROWER"), WTMC HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("HOLDINGS") AND MOBILE PET CARE EQUIPMENT LEASING, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("LEASING CO", AND TOGETHER WITH THE BORROWER AND HOLDINGS, "DEBTOR"), TO THE INDEBTEDNESS OWED BY DEBTOR TO SENIOR LENDER; AND EACH HOLDER OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SUBORDINATED TRADEMARK SECURITY AGREEMENT

THIS SUBORDINATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of August 31, 2020, by **WAG'N TAILS MOBILE CONVERSIONS, LLC**, an Indiana limited liability company ("Grantor"), in favor of **ALDINE CAPITAL FUND III, L.P.**, a Delaware limited partnership with a mailing address of 444 West Lake Street, Suite 4550, Chicago, IL 60606 and its successors and assigns ("Lender").

RECITALS

A. This Agreement made in connection with a senior subordinated term loan in the principal amount of [REDACTED] (the "Loan") made by Lender to Grantor and pursuant to that certain Senior Subordinated Loan Agreement dated as of the date hereof by and between Grantor and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Senior Subordinated Loan Agreement") and evidenced by (i) that certain Senior Subordinated Note dated as of the date hereof made by Grantor in favor of Lender in the principal amount of [REDACTED] (together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Note").

B. Grantor has entered into a Subordinated Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Senior Subordinated Loan Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Senior Subordinated Loan Agreement, the Note and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Senior Subordinated Loan Agreement, Grantor does hereby grant to Lender a 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 (the "Trademark Collateral"):

- (1) each trademark registration, trademark application, and trademark license, including, without limitation, each trademark registration, trademark application, and trademark license referred to in **Schedule 1** annexed hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (2) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (3) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (4) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Senior Subordinated Loan Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Lender's request.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

WAG'N TAILS MOBILE CONVERSIONS, LLC,
an Indiana limited liability company

By: 

Name: Seth Barkett

Title: Authorized Representative

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark	Registered Owner	Registration Number
Wag'n Tails	Wag'n Tails Mobile Conversions, Inc.	2,752,517