

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633943

|                                   |  |                                |                    |
|-----------------------------------|--|--------------------------------|--------------------|
| <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> |
| Worldwise, Inc.                   |  | 03/23/2021                     | Corporation:       |
| <b>RECEIVING PARTY DATA</b>       |  |                                |                    |
| <b>Name:</b>                      | Wingspire Capital LLC                      |                                |                    |
| <b>Street Address:</b>            | 13010 Morris Road, Building One, Suite 175 |                                |                    |
| <b>City:</b>                      | Alpharetta                                 |                                |                    |
| <b>State/Country:</b>             | GEORGIA                                    |                                |                    |
| <b>Postal Code:</b>               | 30004                                      |                                |                    |
| <b>Entity Type:</b>               | Limited Liability Company: DELAWARE        |                                |                    |
| <b>PROPERTY NUMBERS Total: 72</b> |  |                                |                    |
| <b>Property Type</b>              | <b>Number</b>                              | <b>Word Mark</b>               |                    |
| <b>Registration Number:</b>       | 1649499                                    | SHERPA'S PET TRADING COMPANY   |                    |
| <b>Registration Number:</b>       | 2213134                                    | SHERPA'S TRADING COMPANY       |                    |
| <b>Registration Number:</b>       | 2044070                                    | SHERPA'S PET TRADING COMPANY   |                    |
| <b>Registration Number:</b>       | 2574335                                    | SHERPA CLASSIC TRAVELER        |                    |
| <b>Registration Number:</b>       | 2680830                                    | PANIC MOUSE                    |                    |
| <b>Registration Number:</b>       | 2814845                                    | BUBBLENIP                      |                    |
| <b>Registration Number:</b>       | 2894470                                    | POOCHPLANET                    |                    |
| <b>Registration Number:</b>       | 2814846                                    | SURFACESAVER                   |                    |
| <b>Registration Number:</b>       | 2912143                                    | WORLDWISE                      |                    |
| <b>Registration Number:</b>       | 2912144                                    | WORLDWISE                      |                    |
| <b>Registration Number:</b>       | 2816792                                    | ECOREST                        |                    |
| <b>Registration Number:</b>       | 2816793                                    | KITTYKARNIVAL                  |                    |
| <b>Registration Number:</b>       | 2814851                                    | FLUTTERBALLS                   |                    |
| <b>Registration Number:</b>       | 2816794                                    | SWEETGREENS                    |                    |
| <b>Registration Number:</b>       | 2876590                                    | SUPERSCRATCHER                 |                    |
| <b>Registration Number:</b>       | 2901283                                    | BETTER PRODUCTS, BETTER PLANET |                    |
| <b>Registration Number:</b>       | 3275734                                    | COMPLETE NEEDS                 |                    |
| <b>Registration Number:</b>       | 3683440                                    | PETLINKS                       |                    |
| <b>Registration Number:</b>       | 3509601                                    | CHEW GUARD TECHNOLOGY          |                    |

CH \$1815.00 1649499

| Property Type        | Number  | Word Mark             |
|----------------------|---------|-----------------------|
| Registration Number: | 3836542 | GODOG                 |
| Registration Number: | 3836543 | GODOG TOUGH FOR FUN   |
| Registration Number: | 3774345 | GUARANTEED ON BOARD   |
| Registration Number: | 3743501 | GUARANTEED ON BOARD   |
| Registration Number: | 3774356 | GUARANTEED ON-BOARD   |
| Registration Number: | 3080668 | THERMACARE            |
| Registration Number: | 3050155 | SHERPA SINCE 1989     |
| Registration Number: | 3160912 | SMARTYKAT             |
| Registration Number: | 3548359 | SUPERSCRATCHER +      |
| Registration Number: | 3552094 | LOCO!MOTION           |
| Registration Number: | 3977559 | SLYDOG                |
| Registration Number: | 3995297 | HEAR DOGGY            |
| Registration Number: | 4515984 | PETLINKS              |
| Registration Number: | 4744071 | SMARTYKAT             |
| Registration Number: | 4736186 | SMARTYKAT             |
| Registration Number: | 4756833 | PETLINKS              |
| Registration Number: | 4886434 | SMARTYKAT             |
| Registration Number: | 4740564 | LOCO LASER            |
| Registration Number: | 4757534 | FEATHER WHIRL         |
| Registration Number: | 4725440 | WILD THING            |
| Registration Number: | 4725441 | PURE COMMOTION        |
| Registration Number: | 4923549 | LOCO MOTION           |
| Registration Number: | 4757540 | MYSTERY MOTION        |
| Registration Number: | 4725442 | HOT PURSUIT           |
| Registration Number: | 4725450 | STERLING              |
| Registration Number: | 4757661 | ECO ADVANTAGES        |
| Registration Number: | 4725457 | PRIZE                 |
| Registration Number: | 4933409 | SUPER SCRATCHER+      |
| Registration Number: | 5042018 | TRUSTY PUP            |
| Registration Number: | 4848051 | ROAMING RUNNER        |
| Registration Number: | 4872080 | ECO ADVANTAGES        |
| Registration Number: | 5044993 | GUARANTEED ON-BOARD   |
| Registration Number: | 4581544 | TRUSTY PUP            |
| Registration Number: | 4947819 | SMARTYKAT             |
| Registration Number: | 5134621 | SIMPLY SCRATCH        |
| Registration Number: | 4766078 | SMARTYKAT             |
| Registration Number: | 5121297 | SCREWBALLZ            |
| Registration Number: | 5355924 | TOUGH CORE TECHNOLOGY |

| Property Type        | Number   | Word Mark                |
|----------------------|----------|--------------------------|
| Registration Number: | 5371871  |                          |
| Registration Number: | 5394223  | SHERPA                   |
| Registration Number: | 5335367  | GODOG TOUGH FOR FUN      |
| Registration Number: | 5764173  | HAPPYNIP                 |
| Registration Number: | 5603037  | ROPETEK                  |
| Registration Number: | 5880718  |                          |
| Registration Number: | 6037616  | SHERPA                   |
| Registration Number: | 5795623  | STERLING                 |
| Registration Number: | 5786091  | SUPER SCRATCHER          |
| Registration Number: | 5789891  | STERLING                 |
| Registration Number: | 5843536  | GUARANTEED ON-BOARD      |
| Serial Number:       | 90449369 | SANTA'S HELPER SMARTYKAT |
| Serial Number:       | 90456194 | MATTRESS EDITION         |
| Serial Number:       | 90563475 | MORE FUN. LESS GERMS.    |
| Registration Number: | 2814852  | WILDSTREAK               |

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 6785537344  
**Email:** sinnottm@gtlaw.com  
**Correspondent Name:** Matthew Sinnott  
**Address Line 1:** 3333 Piedmont Road NE  
**Address Line 2:** Suite 2500  
**Address Line 4:** Atlanta, GEORGIA 30305

|                                |                   |
|--------------------------------|-------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 188041.011300     |
| <b>NAME OF SUBMITTER:</b>      | Matthew Sinnott   |
| <b>SIGNATURE:</b>              | /Matthew Sinnott/ |
| <b>DATE SIGNED:</b>            | 03/23/2021        |

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2021 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this “Agreement”), between WORLDWISE, INC., a California corporation (the “Grantor”), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of March 23, 2021, by and among Grantor, MISTRAL WORLDWISE HOLDINGS, INC., a Delaware corporation (“Holdings”), WORLDWISE HOLDINGS, INC., a Delaware corporation (“Intermediate Holdings”), the Subsidiaries of Grantor from time to time party thereto as “Borrowers” (Grantor, together with such subsidiaries each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the Subsidiaries of Grantor from time to time party thereto as “Guarantors” (together with Holdings and Intermediate Holdings, each, a “Guarantor” and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), and (b) the Pledge and Security Agreement, dated as of March 23, 2021, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and Grantor has secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”),
- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
- (c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

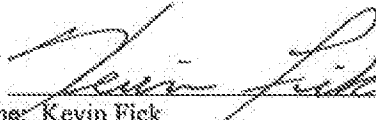
4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this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

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

WORLDWISE, INC.

By:   
Name: Kevin Fick  
Title: President and Chief Executive Officer

[WORLDWISE---TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 007230 FRAME: 0373

**WINGSPIRE CAPITAL LLC, as Administrative  
Agent**



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

Name: John Rosin

Title: President and Chief Operating Officer

[WORLDWIDE—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 007230 FRAME: 0374**

SCHEDULE I  
TRADEMARKS

| Mark                           | Reg. No. | Reg. Date  | Serial No. | Filing Date |
|--------------------------------|----------|------------|------------|-------------|
| SHERPA'S PET TRADING COMPANY   | 1649499  | 7/2/1991   | 74034341   | 3/5/1990    |
| SHERPA'S TRADING COMPANY       | 2213134  | 12/22/1998 | 74490339   | 2/14/1994   |
| SHERPA'S PET TRADING COMPANY   | 2044070  | 3/11/1997  | 74498271   | 3/8/1994    |
| SHERPA CLASSIC TRAVELER        | 2574335  | 5/28/2002  | 75978949   | 5/27/1997   |
| PANIC MOUSE                    | 2680830  | 1/28/2003  | 76398995   | 4/19/2002   |
| BUBBLENIP                      | 2814845  | 2/17/2004  | 76506501   | 4/14/2003   |
| POOCHPLANET                    | 2894470  | 10/19/2004 | 76506504   | 4/14/2003   |
| SURFACESAVER                   | 2814846  | 2/17/2004  | 76506505   | 4/14/2003   |
| WORLDWISE                      | 2912143  | 12/21/2004 | 76506511   | 4/14/2003   |
| WORLDWISE                      | 2912144  | 12/21/2004 | 76506512   | 4/14/2003   |
| ECOREST                        | 2816792  | 2/24/2004  | 76506516   | 4/14/2003   |
| KITTYKARNIVAL                  | 2816793  | 2/24/2004  | 76506520   | 4/14/2003   |
| FLUTTERBALLS                   | 2814851  | 2/17/2004  | 76506522   | 4/14/2003   |
| WILDSTREAK                     | 2814852  | 2/17/2004  | 76506523   | 4/14/2003   |
| SWEETGREENS                    | 2816794  | 2/24/2004  | 76506524   | 4/14/2003   |
| SUPERSCRATCHER                 | 2876590  | 8/24/2004  | 76523483   | 6/18/2003   |
| BETTER PRODUCTS, BETTER PLANET | 2901283  | 11/9/2004  | 76524858   | 6/20/2003   |
| COMPLETE NEEDS                 | 3275734  | 8/7/2007   | 76594955   | 6/1/2004    |
| PETLINKS                       | 3683440  | 9/15/2009  | 76648774   | 10/12/2005  |
| CHEW GUARD TECHNOLOGY          | 3509601  | 9/30/2008  | 77213545   | 6/22/2007   |
| GODOG                          | 3836542  | 8/24/2010  | 77574201   | 9/19/2008   |
| GODOG TOUGH FOR FUN            | 3836543  | 8/24/2010  | 77574258   | 9/19/2008   |
| GUARANTEED ON BOARD            | 3774345  | 4/13/2010  | 77775386   | 7/7/2009    |
| GUARANTEED ON BOARD            | 3743501  | 1/26/2010  | 77775416   | 7/7/2009    |
| GUARANTEED ON-BOARD            | 3774356  | 4/13/2010  | 77781119   | 7/14/2009   |
| THERMACARE                     | 3080668  | 4/11/2006  | 78438851   | 6/21/2004   |
| SHERPA SINCE 1989              | 3050155  | 1/24/2006  | 78538413   | 12/27/2004  |
| SMARTYKAT                      | 3160912  | 10/17/2006 | 78672447   | 7/18/2005   |
| SUPERSCRATCHER +               | 3548359  | 12/16/2008 | 78896901   | 5/31/2006   |
| LOCO!MOTION                    | 3552094  | 12/23/2008 | 78917617   | 6/27/2006   |
| SLYDOG                         | 3977559  | 6/14/2011  | 85166046   | 11/1/2010   |
| HEAR DOGGY                     | 3995297  | 7/12/2011  | 85192196   | 12/7/2010   |
| PETLINKS                       | 4515984  | 4/15/2014  | 85839146   | 2/1/2013    |
| SMARTYKAT                      | 4744071  | 5/26/2015  | 85839150   | 2/1/2013    |
| SMARTYKAT                      | 4736186  | 5/12/2015  | 86138939   | 12/9/2013   |
| PETLINKS                       | 4756833  | 6/16/2015  | 86138959   | 12/9/2013   |
| SMARTYKAT                      | 4886434  | 1/12/2016  | 86231414   | 3/25/2014   |
| LOCO LASER                     | 4740564  | 5/19/2015  | 86244718   | 4/7/2014    |
| FEATHER WHIRL                  | 4757534  | 6/16/2015  | 86334822   | 7/11/2014   |
| WILD THING                     | 4725440  | 4/21/2015  | 86337393   | 7/15/2014   |
| PURE COMMOTION                 | 4725441  | 4/21/2015  | 86337416   | 7/15/2014   |
| LOCO MOTION                    | 4923549  | 3/22/2016  | 86337431   | 7/15/2014   |



| Mark                     | Reg. No | Reg. Date  | Serial No | Filing Date |
|--------------------------|---------|------------|-----------|-------------|
| MYSTERY MOTION           | 4757540 | 6/16/2015  | 86337441  | 7/15/2014   |
| HOT PURSUIT              | 4725442 | 4/21/2015  | 86337458  | 7/15/2014   |
| STERLING                 | 4725450 | 4/21/2015  | 86363311  | 8/11/2014   |
| ECO ADVANTAGES           | 4757661 | 6/16/2015  | 86385585  | 9/4/2014    |
| PRIZE                    | 4725457 | 4/21/2015  | 86406487  | 9/25/2014   |
| SUPER SCRATCHER+         | 4933409 | 4/5/2016   | 86435790  | 10/27/2014  |
| TRUSTYPUP                | 5042018 | 9/13/2016  | 86536896  | 2/17/2015   |
| ROAMING RUNNER           | 4848051 | 11/3/2015  | 86570047  | 3/19/2015   |
| ECO ADVANTAGES           | 4872080 | 12/15/2015 | 86588782  | 4/6/2015    |
| GUARANTEED ON-BOARD      | 5044993 | 9/20/2016  | 86902657  | 2/9/2016    |
| TRUSTYPUP                | 4581544 | 8/5/2014   | 85981738  | 5/22/2013   |
| SMARTYKAT                | 4947819 | 4/26/2016  | 86606043  | 4/22/2015   |
| SIMPLY SCRATCH           | 5134621 | 1/31/2017  | 86879414  | 1/19/2016   |
| SMARTYKAT                | 4766078 | 6/30/2015  | 86976452  | 3/25/2014   |
| SCREWBALLZ               | 5121297 | 1/10/2017  | 87067833  | 6/10/2016   |
| TOUGH CORE TECHNOLOGY    | 5355924 | 12/12/2017 | 87067870  | 6/10/2016   |
| (Design Only)            | 5371871 | 1/2/2018   | 87096152  | 7/7/2016    |
| SHERPA                   | 5394223 | 2/6/2018   | 87263950  | 12/9/2016   |
| GODOG TOUGH FOR FUN      | 5335367 | 11/14/2017 | 87426839  | 4/26/2017   |
| HAPPYNIP                 | 5764173 | 5/28/2019  | 87435216  | 5/3/2017    |
| ROPETEK                  | 5603037 | 11/6/2018  | 87695082  | 11/22/2017  |
| (Design Only)            | 5880718 | 10/8/2019  | 87753766  | 1/12/2018   |
| SHERPA                   | 6037616 | 4/21/2020  | 87754068  | 1/12/2018   |
| STERLING                 | 5795623 | 7/2/2019   | 87898223  | 4/27/2018   |
| SUPER SCRATCHER          | 5786091 | 6/25/2019  | 88167534  | 10/24/2018  |
| STERLING                 | 5789891 | 6/25/2019  | 88192387  | 11/13/2018  |
| GUARANTEED ON-BOARD      | 5843536 | 8/27/2019  | 88284531  | 1/31/2019   |
| SANTA'S HELPER SMARTYKAT |         |            | 90449369  | 1/5/2021    |
| MATTRESS EDITION         |         |            | 90456194  | 1/8/2021    |
| MORE FUN. LESS GERMS.    |         |            | 90563475  | 3/5/2021    |

ACTIVE 55905679v3

RECORDED: 03/23/2021

TRADEMARK  
REEL: 007230 FRAME: 0376