

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675701

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900641127

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Praesidian Capital Opportunity Fund III, LP		04/16/2021	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	David C. Blatte
Street Address:	22 Woodhollow Road
City:	East Hills
State/Country:	NEW YORK
Postal Code:	11577
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	1649499	SHERPA'S PET TRADING COMPANY
Registration Number:	2213134	SHERPA'S TRADING COMPANY
Registration Number:	2044070	SHERPA'S PET TRADING COMPANY
Registration Number:	2574335	SHERPA CLASSIC TRAVELER
Registration Number:	2680830	PANIC MOUSE
Registration Number:	2814845	BUBBLENIP
Registration Number:	2894470	POOCHPLANET
Registration Number:	2912143	WORLDWISE
Registration Number:	2912144	WORLDWISE
Registration Number:	2816792	ECOREST
Registration Number:	2816793	KITTYKARNIVAL
Registration Number:	2814851	FLUTTERBALLS
Registration Number:	2814852	WILDSTREAK
Registration Number:	2816794	SWEETGREENS
Registration Number:	2876590	SUPERSCRATCHER
Registration Number:	2901283	BETTER PRODUCTS, BETTER PLANET
Registration Number:	3275734	COMPLETE NEEDS
Registration Number:	3683440	PETLINKS

TRADEMARK

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:	3946349	FULL CIRCLE

CORRESPONDENCE DATA

Fax Number: 2127986915

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: 212 326 0831

Email: tlee@pryorcashman.com

Correspondent Name: Teresa Lee
Address Line 1: c/o Pryor Cashman LLP, 7 Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 20984.00019

NAME OF SUBMITTER: Teresa Lee

SIGNATURE: /tlee/

DATE SIGNED: 09/21/2021

Total Attachments: 5

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TRADEMARK SECURITY ASSIGNMENT AGREEMENT

THIS TRADEMARK SECURITY ASSIGNMENT AGREEMENT, dated as of April 16, 2021, is made by and between Praesidian Capital Opportunity Fund III, LP, a Delaware limited partnership ("Assignor") and David C. Blatte ("Assignee"), as agent for the "New Lenders" under that certain Waiver and Agreement with Respect to Assignment of Notes, dated on or about the date hereof, by and among Assignor, Praesidian Capital Opportunity Fund III-A, LP, Assignee and the other parties party thereto.

This Agreement refers to (a) a Second Amended and Restated Securities Purchase Agreement dated as of November 30, 2015, entered into among the Worldwise, Inc. (the "Borrower"), Mistral Worldwise Holdings, Inc., a Delaware corporation ("Parent"), Assignee, as Agent, and Praesidian Capital Opportunity Fund III, LP, a Delaware limited partnership ("Fund III"); (v) Praesidian Capital Opportunity Fund III-A, LP, a Delaware limited partnership ("Fund III-A"), and together with Fund III, the "Original Lenders") (as amended, restated, supplemented, or otherwise modified from time to time, the "Securities Purchase Agreement"), pursuant to which the Original Lenders agreed to make loans to the Borrower; (b) a Guaranty and Collateral Agreement dated as of November 30, 2015, entered into among the Grantors, the other Persons party thereto as "Grantors" thereunder, and the Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), pursuant to which the Obligations of the Borrower under the Securities Purchase Agreement are secured and (c) a Waiver and Agreement with Respect to Assignment of Notes (the "Assignment") between Borrower, Parent, the other Loan Parties party thereto, the Original Lenders, Assignor, as the Resigning Agent, the New Lenders party thereto (the "New Lenders") and Assignee, as successor agent.

WHEREAS, pursuant to the Assignment, the Original Lenders are assigning all of their interest under the Securities Purchase Agreement to the New Lenders, Assignor is resigning as agent under the Securities Purchase Agreement and Assignee is being appointed as replacement agent thereunder.

WHEREAS: in connection with the Securities Purchase Agreement and the Guaranty and Collateral Agreement, (i) Borrower entered into a Trademark Security Agreement with Assignor, dated as of April 29, 2011, which was recorded with the U.S. Patent and Trademark Office on May 6, 2011 at Reel/Frame 4536/0001 (the "2011 Trademark Security Agreement"), (ii) Borrower, Quaker Dog, LLC, a Delaware limited liability company ("Quaker Dog"), QPG Sherpa, LLC, a Delaware limited liability company ("QPG Sherpa"), and Quaker Pet Group, Inc., a Delaware corporation ("QPG" and together with the Borrower, Quaker Dog and QPG Sherpa, the "Grantors" and each, a "Grantor") entered into a Patent and Trademark Security Agreement with Assignor, dated as of November 30, 2015, which was recorded with the U.S. Patent and Trademark Office on December 1, 2015 at Reel/Frame 5678/0939 (the "2015 Patent and Trademark Security Agreement") and (iii) Borrower entered into a Patent and Trademark Security Agreement with Assignor, dated as of September 26, 2016, which was recorded with the U.S. Patent and Trademark Office on September 29, 2016 at Reel/Frame 5887/0163 (the "2016 Patent and Trademark Security Agreement" and together with the 2011 Trademark Security Agreement and the 2015 Patent and Trademark Security Agreement, the IP Security Agreements), pursuant to which the Grantors granted to Assignor a security interest in all of Grantors' right, title, and interest in and to the

trademark registrations set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registrations (such rights, collectively, the "Trademarks") as security for the obligations under the Securities Purchase Agreement.

WHEREAS, in connection with the Assignment, Assignee has required Assignor to assign all of its right, title and interest under the IP Security Agreements to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

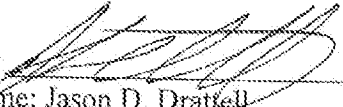
1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the IP Security Agreements.
2. This Trademark Security Assignment Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.
3. This Trademark Security Assignment Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Trademarks to any third party.
5. This Trademark Security Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

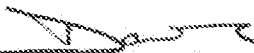
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Assignment Agreement as of the first date written above.

**Praesidian Capital Opportunity Fund III, LP,
Assignor**

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

By: 
Name: Jason D. Drattell
Title: Manager

David C. Blatte, Assignee



[Signature Page to Trademark Security Agreement Assignment -- Praesidian Capital Opportunity Fund III, LP]

TRADEMARK

REEL: 007427 FRAME: 0183

SCHEDULE A

United States Trademark Registrations

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
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
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
MYSTERY MOTION	4757540	6/16/2015	86337441	7/15/2014

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
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
TRUSTY PUP	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
FULL CIRCLE	3946349	4/12/2011	85975061	6/1/2010