

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAVID C. BLATTE		09/22/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	WORLDWISE, INC.		
Street Address:	6 HAMILTON LANDING		
Internal Address:	SUITE 150		
City:	NOVATO		
State/Country:	CALIFORNIA		
Postal Code:	94949		
Entity Type:	Corporation: CALIFORNIA		
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	

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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:	4848051	ROAMING RUNNER
Registration Number:	4872080	ECO ADVANTAGES
Registration Number:	5042018	TRUSTYPUP
Registration Number:	3946349	FULL CIRCLE

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: jeffrey.norgle@kirkland.com

Correspondent Name: Jeffrey Norgle
Address Line 1: 300 NORTH LASALLE
Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 13250-0055

NAME OF SUBMITTER: Jeffrey Norgle

SIGNATURE: /Jeffrey Norgle/

DATE SIGNED: 10/12/2021

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY
INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 22, 2021 (this “Release”), is made is made by **DAVID C. BLATTE** (“Administrative Agent”), in favor of **WORLDWISE, INC.**, a California corporation (“Grantor”).

WHEREAS, pursuant to (i) that certain Trademark Security Agreement dated as of April 29, 2011 between Worldwide, Inc. (“Grantor”) and Praesidian Capital Opportunity Fund III, LP (“Praesidian”), which was recorded with the U.S. Patent and Trademark Office (the “USPTO”) on May 6, 2011 at Reel/Frame 4536/0001 (the “2011 Trademark Security Agreement”), (ii) that certain Patent and Trademark Security Agreement dated as of November 30, 2015 between Grantor, Praesidian and certain other parties as grantors, which was recorded with the U.S. Patent and Trademark Office on December 1, 2015 at Reel/Frame 5678/0939 (the “2015 Trademark Security Agreement”), and (iii) that certain Patent and Trademark Security Agreement dated as of September 26, 2016 between Grantor and Praesidian, which was recorded with the U.S. Patent and Trademark Office on September 29, 2016 at Reel/Frame 5887/0163 (the “2016 Trademark Security Agreement” and together with the 2011 Trademark Security Agreement and the 2015 Trademark Security Agreement, the “Trademark Security Agreements”) Grantor granted to Praesidian a continuing security interest in all of Borrower’s right, title and interest in and to certain Trademark Collateral (as defined in the applicable Trademark Security Agreements), including the trademark registrations set forth on Schedule A attached hereto and all common law and other rights, in and to the trademarks that are the subject of such registrations;

WHEREAS, pursuant to that certain Trademark Security Assignment Agreement dated as of April 16, 2021 between Praesidian, as assignor, and Administrative Agent, as assignee (the “Assignment”), Praesidian assigned to Administrative Agent all of Praesidian’s rights, title and interests in and to the Trademark Security Agreements;

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

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Trademark Security Agreements referenced in the preamble and recitals hereto.

SECTION 2. Termination and Release. Administrative Agent, on behalf of itself, its successors and assigns, and the New Lenders (as defined in the Assignment), without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:

- (a) terminates, cancels, discharges and releases the continuing security interest in Grantor’s right, title, and interest in and to the Trademark Collateral granted pursuant to the Trademark Security Agreements;
- (b) authorizes the recordation of this Release with the USPTO at Grantor’s expense;
and
- (c) agrees to procure, deliver, or execute and deliver all further instruments and documents, and take any other actions, which are reasonably requested by Grantor to evidence the termination of the

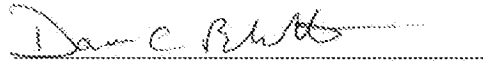
security interests arising in the Trademark Collateral, in each case without recourse, without representation or warranty of any kind (either express or implied), and solely at the request and expense of the Grantor.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Continued on following page.]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first set forth above.

DAVID C BLATTE

A handwritten signature in cursive script, appearing to read "David C Blatte", is written over a horizontal dotted line.

Schedule A

UNITED STATES 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	
BUBBLNIP	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	
HOT PURSUIT	4725442	4/21/2015	86337458	7/15/2014	

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