

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM717517

<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.		03/29/2022	Corporation: CALIFORNIA
QUAKER PET GROUP, INC.		03/29/2022	Corporation: DELAWARE
QUAKER DOG, LLC		03/29/2022	Limited Liability Company: DELAWARE
FURHAVEN PET PRODUCTS, INC.		03/29/2022	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR LOAN ADMINISTRATION SERVICES LLC		
<b>Street Address:</b>	30 HUDSON YARDS		
<b>Internal Address:</b>	SUITE 7500		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 70</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5609836	FURHAVEN	
<b>Registration Number:</b>	4672827	SAFETY SUITE	
<b>Registration Number:</b>	2750914		
<b>Registration Number:</b>	2794845	BOTTOM'S UP LEASH	
<b>Registration Number:</b>	2607001	NEW YORK DOG	
<b>Registration Number:</b>	2568675	NEW YORK DOG	
<b>Registration Number:</b>	5394223	SHERPA	
<b>Registration Number:</b>	5843536	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	5335367	GODOG TOUGH FOR FUN	
<b>Registration Number:</b>	6021804	KITTY SIFT HAPPY KITTY HAPPY LIFE	
<b>Registration Number:</b>	5789891	STERLING	
<b>Registration Number:</b>	5795623	STERLING	
<b>Registration Number:</b>	6037616	SHERPA	
<b>Registration Number:</b>	5603037	ROPETEK	

CH \$1765.00 5609836

Property Type	Number	Word Mark
Registration Number:	5764173	HAPPYNIP
Registration Number:	5121297	SCREWBALLZ
Registration Number:	5355924	TOUGH CORE TECHNOLOGY
Registration Number:	5134621	SIMPLY SCRATCH
Registration Number:	4947819	SMARTYKAT
Registration Number:	4872080	ECO ADVANTAGES
Registration Number:	4848051	ROAMING RUNNER
Registration Number:	5042018	TRUSTYPUP
Registration Number:	4933409	SUPER SCRATCHER+
Registration Number:	4725457	PRIZE
Registration Number:	4757661	ECO ADVANTAGES
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:	4757534	FEATHER WHIRL
Registration Number:	4740564	LOCO LASER
Registration Number:	4886434	SMARTYKAT
Registration Number:	4581544	TRUSTYPUP
Registration Number:	4515984	PETLINKS
Registration Number:	4744071	SMARTYKAT
Registration Number:	5880718	
Registration Number:	5044993	GUARANTEED ON-BOARD
Registration Number:	5786091	SUPER SCRATCHER
Registration Number:	5969439	KITTY SIFT
Registration Number:	5371871	
Registration Number:	3836542	GODOG
Registration Number:	3050155	SHERPA SINCE 1989
Registration Number:	2876590	SUPERSCRATCHER
Registration Number:	2814845	BUBBLENIP
Registration Number:	2894470	POOCHPLANET
Registration Number:	2816792	ECOREST
Registration Number:	2816793	KITTYKARNIVAL
Registration Number:	2814851	FLUTTERBALLS
Registration Number:	2814852	WILDSTREAK
Registration Number:	2816794	SWEETGREENS
Registration Number:	3836543	GODOG TOUGH FOR FUN

Property Type	Number	Word Mark
Registration Number:	3995297	HEAR DOGGY
Registration Number:	3774345	GUARANTEED ON BOARD
Registration Number:	3509601	CHEW GUARD TECHNOLOGY
Registration Number:	3552094	LOCO!MOTION
Registration Number:	3683440	PETLINKS
Registration Number:	3160912	SMARTYKAT
Registration Number:	3080668	THERMACARE
Registration Number:	3275734	COMPLETE NEEDS
Registration Number:	2680830	PANIC MOUSE
Registration Number:	2574335	SHERPA CLASSIC TRAVELER
Registration Number:	2044070	SHERPA'S PET TRADING COMPANY
Registration Number:	3548359	SUPERSCRATCHER +
Registration Number:	3743501	GUARANTEED ON BOARD
Registration Number:	2912143	WORLDWISE
Registration Number:	2912144	WORLDWISE
Registration Number:	4736186	SMARTYKAT
Registration Number:	4756833	PETLINKS
Registration Number:	2901283	BETTER PRODUCTS, BETTER PLANET

**CORRESPONDENCE DATA**

**Fax Number:** 3105572193  
**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:** 310-557-2900  
**Email:** KLATHROP@PROSKAUER.COM  
**Correspondent Name:** PROSKAUER ROSE LLP  
**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400  
**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	43082.150
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	03/29/2022

**Total Attachments: 10**

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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement is made as of March 29, 2022, by and between WORLDWISE, INC., a California corporation (“WW”), FURHAVEN PET PRODUCTS, INC., a Washington corporation (“FPP”), QUAKER DOG, LLC, a Delaware limited liability corporation (“QD”), QUAKER PET GROUP, INC., a Delaware corporation (“QPG” and, together with WW, FPP, and QD, the “Grantors” and each a “Grantor”), and KKR LOAN ADMINISTRATION SERVICES LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, “Grantee”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, the Grantors and Grantee have entered into a Pledge and Security Agreement, dated March 29, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Pledge and Security Agreement”), pursuant to which each Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, each Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached Schedule A (the “Trademarks”); and

WHEREAS, each Grantor and Grantee wish to enter into this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by such Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and Grantee hereby agree that:

1. Each Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of such Grantor’s right, title and interest in and to the Trademarks solely for the purpose of securing such Grantor’s payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.
2. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and 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 Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.
3. Upon the Payment in Full of the Obligations, Grantee shall promptly execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form and reasonably acceptable to the Grantors releasing the security interest in the Trademarks granted under this Trademark Security Agreement.

4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

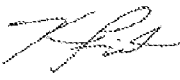
IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

**GRANTORS:**

**WORLDWISE, INC.**

**QUAKER PET GROUP, INC.**

**QUAKER DOG, LLC**

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

**FURHAVEN PET PRODUCTS, INC.**

By: \_\_\_\_\_  
Name: Michael Carr  
Title: Treasurer and Secretary

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

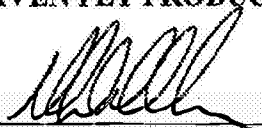
**GRANTORS:**

**WORLDWISE, INC.**

**QUAKER PET GROUP, INC.**

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

**FURHAVEN PET PRODUCTS, INC.**

By:  \_\_\_\_\_  
Name: Michael Carr  
Title: Treasurer and Secretary



**KKR LOAN ADMINISTRATION SERVICES LLC,**  
as Administrative Agent




By: John Knox  
Name: John Knox  
Title: Authorized Signatory

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
1.	BOTTOM'S UP LEASH	USA	78193086 10-DEC-2002	2794845 16-DEC-2003	QUAKER PET GROUP, INC.
2.	NEW YORK DOG 	USA	76194504 16-JAN-2001	2607001 13-AUG-2002	QUAKER PET GROUP, INC.
3.	NEW YORK DOG	USA	76194503 16-JAN-2001	2568675 07-MAY-2002	QUAKER PET GROUP, INC.
4.	FURHAVEN	USA	87649245 17-OCT-2017	5609836 20-NOV-2018	FURHAVEN PET PRODUCTS, INC.
5.	SAFETY SUITE	USA	86108919 03-NOV-2013	4672827 13-JAN-2015	QUAKER DOG, LLC
6.	Design Only 	USA	76194505 16-JAN-2001	2750914 12-AUG-2003	QUAKER DOG, LLC
7.	SHERPA	USA	87263950 09-DEC-2016	5394223 06-FEB-2018	WORLDWISE, INC.
8.	GUARANTEED ON-BOARD 	USA	88284531 31-JAN-2019	5843536 27-AUG-2019	WORLDWISE, INC.
9.	GODOG TOUGH FOR FUN 	USA	87426839 26-APR-2017	5335367 14-NOV-2017	WORLDWISE, INC.
10.	KITTY SIFT HAPPY KITTY HAPPY LIFE 	USA	88324615 04-MAR-2019	6021804 31-MAR-2020	WORLDWISE, INC.
11.	STERLING	USA	88192387 13-NOV-2018	5789891 25-JUN-2019	WORLDWISE, INC.
12.	STERLING	USA	87898223 27-APR-2018	5795623 02-JUL-2019	WORLDWISE, INC.

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
13.	SHERPA ❖SHERPA	USA	87754068 12-JAN-2018	6037616 21-APR-2020	WORLDWISE, INC.
14.	ROPETEK	USA	87695082 22-NOV-2017	5603037 06-NOV-2018	WORLDWISE, INC.
15.	HAPPYNIP	USA	87435216 03-MAY-2017	5764173 28-MAY-2019	WORLDWISE, INC.
16.	SCREWBALLZ	USA	87067833 10-JUN-2016	5121297 10-JAN-2017	WORLDWISE, INC.
17.	TOUGH CORE TECHNOLOGY	USA	87067870 10-JUN-2016	5355924 12-DEC-2017	WORLDWISE, INC.
18.	SIMPLY SCRATCH	USA	86879414 19-JAN-2016	5134621 31-JAN-2017	WORLDWISE, INC.
19.	SMARTYKAT	USA	86606043 22-APR-2015	4947819 26-APR-2016	WORLDWISE, INC.
20.	ECO ADVANTAGES	USA	86588782 06-APR-2015	4872080 15-DEC-2015	WORLDWISE, INC.
21.	ROAMING RUNNER	USA	86570047 19-MAR-2015	4848051 03-NOV-2015	WORLDWISE, INC.
22.	TRUSTYPUP	USA	86536896 17-FEB-2015	5042018 13-SEP-2016	WORLDWISE, INC.
23.	SUPER SCRATCHER+	USA	86435790 27-OCT-2014	4933409 05-APR-2016	WORLDWISE, INC.
24.	PRIZE	USA	86406487 25-SEP-2014	4725457 21-APR-2015	WORLDWISE, INC.
25.	ECO ADVANTAGES	USA	86385585 04-SEP-2014	4757661 16-JUN-2015	WORLDWISE, INC.
26.	WILD THING	USA	86337393 15-JUL-2014	4725440 21-APR-2015	WORLDWISE, INC.
27.	PURE COMMOTION	USA	86337416 15-JUL-2014	4725441 21-APR-2015	WORLDWISE, INC.
28.	LOCO MOTION	USA	86337431 15-JUL-2014	4923549 22-MAR-2016	WORLDWISE, INC.
29.	MYSTERY MOTION	USA	86337441 15-JUL-2014	4757540 16-JUN-2015	WORLDWISE, INC.
30.	HOT PURSUIT	USA	86337458 15-JUL-2014	4725442 21-APR-2015	WORLDWISE, INC.
31.	FEATHER WHIRL	USA	86334822 11-JUL-2014	4757534 16-JUN-2015	WORLDWISE, INC.

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
32.	LOCO LASER	USA	86244718 07-APR-2014	4740564 19-MAY-2015	WORLDWISE, INC.
33.	SMARTYKAT	USA	86231414 25-MAR-2014	4886434 12-JAN-2016	WORLDWISE, INC.
34.	TRUSTYPUP	USA	85981738 22-MAY-2013	4581544 05-AUG-2014	WORLDWISE, INC.
35.	PETLINKS	USA	85839146 01-FEB-2013	4515984 15-APR-2014	WORLDWISE, INC.
36.	SMARTYKAT	USA	85839150 01-FEB-2013	4744071 26-MAY-2015	WORLDWISE, INC.
37.	Design Only 	USA	87753766 12-JAN-2018	5880718 08-OCT-2019	WORLDWISE, INC.
38.	GUARANTEED ON-BOARD	USA	86902657 09-FEB-2016	5044993 20-SEP-2016	WORLDWISE, INC.
39.	SUPER SCRATCHER	USA	88167534 24-OCT-2018	5786091 25-JUN-2019	WORLDWISE, INC.
40.	KITTY SIFT	USA	88324567 04-MAR-2019	5969439 21-JAN-2020	WORLDWISE, INC.
41.	Design Only 	USA	87096152 07-JUL-2016	5371871 02-JAN-2018	WORLDWISE, INC.
42.	GODOG	USA	77574201 19-SEP-2008	3836542 24-AUG-2010	WORLDWISE, INC.
43.	SHERPA SINCE 1989 	USA	78538413 27-DEC-2004	3050155 24-JAN-2006	WORLDWISE, INC.
44.	SUPERSCRATCH ER	USA	76523483 18-JUN-2003	2876590 24-AUG-2004	WORLDWISE, INC.
45.	BUBBLENIP	USA	76506501 14-APR-2003	2814845 17-FEB-2004	WORLDWISE, INC.
46.	POOCHPLANET	USA	76506504 14-APR-2003	2894470 19-OCT-2004	WORLDWISE, INC.
47.	ECOREST	USA	76506516 14-APR-2003	2816792 24-FEB-2004	WORLDWISE, INC.
48.	KITTYKARNIVA L	USA	76506520 14-APR-2003	2816793 24-FEB-2004	WORLDWISE, INC.

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
49.	FLUTTERBALLS	USA	76506522 14-APR-2003	2814851 17-FEB-2004	WORLDWISE, INC.
50.	WILDSTREAK	USA	76506523 14-APR-2003	2814852 17-FEB-2004	WORLDWISE, INC.
51.	SWEETGREENS	USA	76506524 14-APR-2003	2816794 24-FEB-2004	WORLDWISE, INC.
52.	GODOG TOUGH FOR FUN	USA	77574258 19-SEP-2008	3836543 24-AUG-2010	WORLDWISE, INC.
53.	HEAR DOGGY	USA	85192196 07-DEC-2010	3995297 12-JUL-2011	WORLDWISE, INC.
54.	GUARANTEED ON BOARD	USA	77775386 07-JUL-2009	3774345 13-APR-2010	WORLDWISE, INC.
55.	CHEW GUARD TECHNOLOGY	USA	77213545 22-JUN-2007	3509601 30-SEP-2008	WORLDWISE, INC.
56.	LOCO!MOTION	USA	78917617 27-JUN-2006	3552094 23-DEC-2008	WORLDWISE, INC.
57.	PETLINKS	USA	76648774 12-OCT-2005	3683440 15-SEP-2009	WORLDWISE, INC.
58.	SMARTYKAT	USA	78672447 18-JUL-2005	3160912 17-OCT-2006	WORLDWISE, INC.
59.	THERMACARE	USA	78438851 21-JUN-2004	3080668 11-APR-2006	WORLDWISE, INC.
60.	COMPLETE NEEDS	USA	76594955 01-JUN-2004	3275734 07-AUG-2007	WORLDWISE, INC.
61.	PANIC MOUSE	USA	76398995 19-APR-2002	2680830 28-JAN-2003	WORLDWISE, INC.
62.	SHERPA CLASSIC TRAVELER	USA	75978949 27-MAY-1997	2574335 28-MAY-2002	WORLDWISE, INC.
63.	SHERPA'S PET TRADING COMPANY 	USA	74498271 08-MAR-1994	2044070 11-MAR-1997	WORLDWISE, INC.
64.	SUPERSCRATCH ER +	USA	78896901 31-MAY-2006	3548359 16-DEC-2008	WORLDWISE, INC.

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
65.	GUARANTEED ON BOARD	USA	77775416 07-JUL-2009	3743501 26-JAN-2010	WORLDWISE, INC.
66.	WORLDWISE	USA	76506511 14-APR-2003	2912143 21-DEC-2004	WORLDWISE, INC.
67.	WORLDWISE and design	USA	76506512 14-APR-2003	2912144 21-DEC-2004	WORLDWISE, INC.
68.	SMARTYKAT	USA	86138939 9-DEC-2013	4736186 12-MAY-2015	WORLDWISE, INC.
69.	PETLINKS	USA	86138959 9-DEC-2013	4756833 16-JUN-2015	WORLDWISE, INC.
70.	BETTER PRODUCTS, BETTER PLANET	USA	76524858 20-JUN-2003	2901283 9-NOV-2004	WORLDWISE, INC.