

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741840

<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>
SigmaTron International, Inc.		07/18/2022	Corporation: DELAWARE
Wagz, Inc.		07/18/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCW Asset Management Company LLC, as Administrative Agent		
<b>Street Address:</b>	200 Claredon Street		
<b>Internal Address:</b>	51st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4403407	SIGMATRON INTERNATIONAL PDR PRODUCTION D	
<b>Registration Number:</b>	4403406	SIGMATRON INTERNATIONAL SCORE	
<b>Registration Number:</b>	4399443	ONE SOURCE. GLOBAL OPTIONS.	
<b>Registration Number:</b>	3520177	SIGMATRON	
<b>Registration Number:</b>	3520173	SIGMATRON	
<b>Registration Number:</b>	6608466	WAGZ FREEDOM SMART DOG COLLAR	
<b>Registration Number:</b>	6608465	WAGZ FREEDOM	
<b>Registration Number:</b>	5661960	WAGZ	
<b>Registration Number:</b>	4981255		
<b>Registration Number:</b>	4749697	PETZI	
<b>Registration Number:</b>	4805538	PETZI	
<b>Registration Number:</b>	4589732	PETZILA	
<b>Serial Number:</b>	97166230	DOG STRONG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$340.00 4403407

**Phone:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 7129.043

**NAME OF SUBMITTER:** Kristen N. Lange

**SIGNATURE:** /kristenlange/

**DATE SIGNED:** 07/18/2022

**Total Attachments: 5**

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source=9. TCW SigmaTron - Trademark Collateral Agreement#page5.tif

## TRADEMARK COLLATERAL AGREEMENT

This 18th day of July, 2022, each of SIGMATRON INTERNATIONAL, INC., a Delaware corporation ("SigmaTron"), with its principal place of business and mailing address at 2201 Landmeier Road, Elk Grove Village, Illinois 60007, and WAGZ, INC., a Delaware corporation (together with SigmaTron, each, a "Grantor", and collectively, "Grantors"), with its principal place of business and mailing address at 100 Market Street, Suite 401, Portsmouth, New Hampshire 03801, in consideration of the Administrative Agent and the Lenders entering into the Credit Agreement (as defined in the Security Agreement (as defined below)) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges to TCW ASSET MANAGEMENT COMPANY LLC, acting as administrative agent for the Secured Parties defined in the Security Agreement (the "Administrative Agent"), with its mailing address at 200 Clarendon Street, 51st Floor, Boston, Massachusetts 02116, and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of each Grantor as set out in that certain Security Agreement bearing even date herewith by and among each Grantor, the other parties from time to time party thereto, and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by any Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"), but rather, if and so long as such Grantor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Administrative Agent.

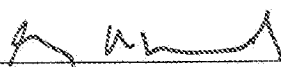
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

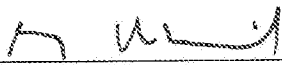
**SIGMATRON INTERNATIONAL, INC.,**  
a Delaware corporation, as a Grantor

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

Name: Gary R. Fairhead

Title: Chairman of the Board and CEO

**WAGZ, INC.,**  
a Delaware corporation, as a Grantor

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

Name: Gary R. Fairhead

Title: Chairman of the Board

Accepted and agreed to as of the date and year last above written.

**TCW ASSET MANAGEMENT COMPANY  
LLC, as Administrative Agent**

By:   
Name: Suzanne Grosso  
Title: Managing Director

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS**

<u>OWNER</u>	<u>MARKS</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
Sigmatron International, Inc.	SIGMATRON INTERNATIONAL PDR PRODUCTION DRIVEN REPLENISHMENT	09/17/13	4403407
Sigmatron International, Inc.	SIGMATRON INTERNATIONAL SCORE	09/17/13	4403406
Sigmatron International, Inc.	ONE SOURCE. GLOBAL OPTIONS.	09/10/13	4399443
Sigmatron International, Inc.	SIGMATRON	10/21/08	3520177
Sigmatron International, Inc.	SIGMATRON	10/21/08	3520173
Wagz, Inc.	WAGZ FREEDOM SMART DOG COLLAR	01/04/22	6608466
Wagz, Inc.	WAGZ FREEDOM	01/04/22	6608465
Wagz, Inc.	WAGZ	01/22/19	5661960
Wagz, Inc.	[DESIGN ONLY]	06/21/16	4981255
Wagz, Inc.	PETZI	06/02/15	4749697
Wagz, Inc.	PETZI	09/01/15	4805538
Wagz, Inc.	PETZILA	08/19/14	4589732

**TRADEMARK APPLICATIONS**

<u>OWNER</u>	<u>MARKS</u>	<u>FILING DATE</u>	<u>SERIAL NUMBER</u>
Wagz, Inc.	DOG STRONG	12/10/21	97166230