

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581142

<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>
WAGZ, INC.		05/29/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SIGMATRON INTERNATIONAL, INC.		
<b>Street Address:</b>	2201 Landmeier Road		
<b>City:</b>	Elk Grove Village		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60007		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4589732	PETZILA	
<b>Registration Number:</b>	4749697	PETZI	
<b>Registration Number:</b>	4805538	PETZI	
<b>Registration Number:</b>	4981255		
<b>Registration Number:</b>	5661960	WAGZ	
<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>			
<b>Phone:</b>	7022571483		
<b>Email:</b>	ssb@h2law.com		
<b>Correspondent Name:</b>	Stephanie S. Buntin		
<b>Address Line 1:</b>	450 WEST FOURTH STREET		
<b>Address Line 4:</b>	ROYAL OAK, MICHIGAN 48067		
<b>ATTORNEY DOCKET NUMBER:</b>	105599.00159		
<b>NAME OF SUBMITTER:</b>	Stephanie S. Buntin		
<b>SIGNATURE:</b>	/Stephanie S. Buntin/		
<b>DATE SIGNED:</b>	06/13/2020		
<b>Total Attachments: 9</b>			

OP \$140.00 4589732

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement ("**IP Security Agreement**"), effective as of May 29, 2020, is made between WAGZ, INC., a Delaware corporation ("**Grantor**"), in favor of SIGMATRON INTERNATIONAL, INC., a Delaware corporation ("**Secured Party**") (capitalized terms used herein that are not defined have the same meanings as described in the Security Agreement (as defined below)).

**WHEREAS**, Grantor and Secured Party entered into the Manufacturing Agreement, dated May 4, 2018 (as amended, supplemented or restated from time to time, the "**Manufacturing Agreement**");

**WHEREAS**, Grantor, as borrower, and Secured Party, as lender, entered into the Convertible Secured Promissory Note dated as of May 29, 2020 in the principal amount of \$4,052,478.00, (as amended, restated, renewed, replaced or otherwise modified from time to time, the "**Note**");

**WHEREAS**, Grantor, as debtor, and Secured Party, as secured party, entered into a Loan and Security Agreement dated May 29, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

**WHEREAS**, under the terms of the Security Agreement, Grantor granted to Secured Party a first priority security interest in all of the Grantor's assets to secure all of Grantor's Obligations; and

**WHEREAS**, as a condition for advances under the Note and pursuant to the Security Agreement, Secured Party requires that Grantor grant to Secured Party a first priority security interest in all of Grantor's assets, now owned and hereafter acquired, in any form, wherever located, including without limitation all Intellectual Property, and in furtherance thereof, to execute and deliver this IP Security Agreement and agree to its being recorded with applicable international, national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to Secured Party, and ratifies and confirms, a first priority security interest in and to all of the right, title and interest of Grantor in, to and under all of the Grantor's Intellectual Property. Without limiting the generality of the foregoing, Grantor agrees that the Intellectual Property includes but is not limited to:

(a) the patents and patent applications set forth on the attached Schedule 1, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademarks, trademark registrations and applications set forth on the attached Schedule 2, and together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) the copyrights, copyright registrations and applications set forth on the attached Schedule 3, and all extensions and renewals thereof (including without limitation, the copyrights owned by or exclusively licensed to Grantor) (the "**Copyrights**");

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Additional Intellectual Property Collateral. If Grantor at any time after the date hereof acquires an ownership interest in or, with respect to Copyrights an exclusive license to, any additional property of the type included in the definition of Intellectual Property, files any application for the registration or issuance of any Patent, Trademark, or Copyright, or files a Statement of Use or an Amendment to Allege Use for any United States intent-to-use Trademark application owned by Grantor, the provisions of this Agreement will automatically apply thereto and any such property will automatically constitute Intellectual Property and be subject to the lien and security interest in favor of Secured Party without further action by any party. Grantor authorizes Secured Party to modify this Agreement by amending the appropriate Schedule hereof to include any such Intellectual Property of Grantor. In addition, at Secured Party's request, Grantor shall execute and deliver a supplemental security agreement covering such additional Intellectual Property and such other documents as may be reasonably necessary to perfect Secured Party's lien in such additional Intellectual Property.

3. Representations. At all times until the Note is paid in full, Grantor represents to Secured Party that:

(a) all Intellectual Property is valid, subsisting, unexpired, and enforceable and has not been abandoned;

(b) Grantor is the exclusive owner of all right, title, and interest in and to, or has the valid and enforceable right to use, all Intellectual Property, and no Intellectual Property is subject to any Lien except for the security interest granted to the Secured Party;

(c) there are no outstanding holdings, decisions, consents, settlements, decrees, orders, injunctions, rulings, or judgments by any Governmental Authority that would limit, cancel, or impair the validity or enforceability of, or Grantor's rights in, any Intellectual Property;

(d) The operation of Grantor's business and Grantor's use of Intellectual Property in connection therewith does not infringe, misappropriate, or otherwise violate the intellectual property rights of any third party, and to Grantor's knowledge, no third party is engaging in any activity that infringes, misappropriates or violates any Intellectual Property; and

(e) No action or proceeding is pending or, to Grantor's knowledge, threatened (i) seeking to limit, cancel, or question the validity of any Intellectual Property or Grantor's ownership interest or rights therein, or (ii) alleging that Grantor, or Grantor's use of any Intellectual Property, infringes, misappropriates or otherwise violates the intellectual property rights of any third party.

4. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Secured Party.

5. Transaction Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Note and Security Agreement, which are hereby incorporated by reference. The rights and remedies of Secured Party with respect to the Intellectual Property are as provided by law, the Note, the Security Agreement, the Manufacturing Agreement, this IP Security Agreement and the related documents entered into in connection with any of the foregoing (collectively, the "**Transaction Documents**"), and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This IP Security 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 to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement for all purposes.

7. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

9. Waiver, Jurisdiction. GRANTOR WAIVES EVERY DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY SECURED PARTY IN ENFORCING ANY TRANSACTION DOCUMENT AND RATIFIES AND CONFIRMS WHATEVER SECURED PARTY MAY DO PURSUANT TO THE TERMS THEREOF AND AGREES THAT SECURED PARTY SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR MISTAKES OF FACT OR LAW. SECURED PARTY AND GRANTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED THEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY TRANSACTION DOCUMENT OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH SECURED PARTY AND GRANTOR ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SECURED PARTY GRANTING FINANCIAL ACCOMMODATION TO GRANTOR.

Upon demand by Secured Party, Grantor agrees to pay all costs, including but not limited to, legal expenses, reasonable attorneys' fees and paralegals' fees of every kind, paid or incurred by Secured Party in enforcing its rights hereunder or under the Transaction Documents including, but not limited to, litigation or proceedings initiated under the United States Bankruptcy Code, or in defending against any defense, cause of action, counterclaim, setoff or cross-claim based on any act of commission or omission by Secured Party with respect to the Transaction Documents promptly on demand of Secured Party.

TO INDUCE SECURED PARTY TO ENTER INTO THE NOTE AND THE SECURITY AGREEMENT, GRANTOR IRREVOCABLY AGREES THAT ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THE TRANSACTIONS CONTEMPLATED BY THE TRANSACTION DOCUMENTS SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, ILLINOIS, AND GRANTOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING ITS SITUS IN SAID CITY, AND WAIVES ANY OBJECTION BASED ON *FORUM NONCONVENIENS*. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO GRANTOR AT THE ADDRESS SPECIFIED BELOW IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE. FURTHERMORE, GRANTOR WAIVES ALL NOTICES AND DEMANDS IN CONNECTION WITH THE ENFORCEMENT OF SECURED PARTY'S RIGHTS.

***[SIGNATURE PAGE FOLLOWS]***

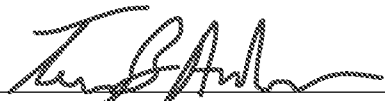
**IN WITNESS WHEREOF**, the parties have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**

**SECURED PARTY:**

**WAGZ, INC.**

**SIGMATRON INTERNATIONAL, INC.**

By:   
Name: Terry B. Anderton  
Title: President and CEO

By: \_\_\_\_\_  
Name: Gary F. Fairhead  
Title: President and CEO

Notice Address:

Notice Address:

230 Commerce Way, Suite 325  
Portsmouth, NH 03801  
Attn: Terry B. Anderton, President and  
CEO

2201 Landmeier Road  
Elk Grove Village, Illinois 60007  
Attn: Gary R. Fairhead, President and CEO

With a copy to:

With a copy to:

Stephen A. Opler  
Barnes & Thornburg LLP  
3475 Piedmont Road N.E., Suite 1700  
Atlantic, GA 30305-3327

Henry J. Underwood  
Howard & Howard Attorneys PLLC  
200 South Michigan Avenue, Suite 1100  
Chicago, Illinois 60604-2461

[Signature Page to IP Security Agreement]

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**SIGMATRON INTERNATIONAL, INC.**

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

Name: Terry B. Anderton

Title: President and CEO

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

Name: Gary F. Fairhead

Title: President and CEO

Notice Address:

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230 Commerce Way, Suite 325  
Portsmouth, NH 03801  
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[Signature Page to IP Security Agreement]



**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

**UPDATED JUNE 5, 2020**

<b><u>WAGZ, INC.</u></b> <b><u>Patents</u></b>					
<b>Country</b>	<b>Application No.</b>	<b>Publication No.</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Status</b>
US	29/577,582	US D822915 S1	9/14/2016	7/10/18	Issued
US	15/050,468	US 9,980,463 B2	2/23/2016	5/29/2018	Issued
US	16/047,348	US 2019-0029222 A1	7/27/2018		Pending
US	16/047,438	US 2019-0029221 A1	7/27/2018		Pending
US	16/886,352		5/28/2020		Pending
US	16/888,979		6/1/2020		Pending
US	16/889,114		6/1/2020		Pending

[Schedule 1 to IP Security Agreement]

**TRADEMARK**  
**REEL: 006970 FRAME: 0251**

**SCHEDULE 2**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**UPDATED JUNE 5, 2020**

<b><u>WAGZ, INC.</u></b> <b>TRADEMARKS</b>					
<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Trademark Status</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Application Number / Registration Number</b>
Petzila	US	Registered	05/09/2013	85928059	4589732
Petzi	US	Registered	08/13/2014	86365077	4749697
Petzi	US	Registered	11/21/2014	86460856	4805538
"Monster" (design mark)	US	Registered	06/11/2015	86659963	4981255
Wagz	US	Registered	10/31/2016	87220759	5661960

[Schedule 2 to IP Security Agreement]

**TRADEMARK**  
**REEL: 006970 FRAME: 0252**

**SCHEDULE 3**  
**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**NONE**

[Schedule 3 to IP Security Agreement]