

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAGZ, INC.		04/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SIGMATRON INTERNATIONAL, INC.		
Street Address:	2201 Landmeier Road		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4589732	PETZILA	
Registration Number:	4749697	PETZI	
Registration Number:	4805538	PETZI	
Registration Number:	4981255		
Registration Number:	5661960	WAGZ	
Serial Number:	90698053	WAGZ FREEDOM	
Serial Number:	90698068	WAGZ FREEDOM SMART DOG COLLAR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	7022571483		
Email:	ipdocket@h2law.com		
Correspondent Name:	Stephanie S. Buntin		
Address Line 1:	450 West Fourth Street		
Address Line 4:	Royal Oak, MICHIGAN 48067		
ATTORNEY DOCKET NUMBER:	105599.159		
NAME OF SUBMITTER:	Stephanie S. Buntin		
SIGNATURE:	/Stephanie S. Buntin/		

OP \$190.00 4589732

DATE SIGNED:	07/15/2021
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Total Attachments: 5

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (“**IP Amendment**”), dated April 30, 2021, effective as of the Effective Date (as defined in the Security Agreement), is made between WAGZ, INC., a Delaware corporation (the “**Grantor**”) and SIGMATRON INTERNATIONAL, INC., a Delaware corporation (the “**Secured Party**”).

WHEREAS, Grantor and Secured Party are parties to that certain Intellectual Property Security Agreement dated as of May 29, 2020 (as amended, restated, supplemented or otherwise modified from time to time, including by this IP Amendment, the “**IP Security Agreement**”), which secures Grantor’s obligations to Secured Party as more fully described in the Loan and Security Agreement dated May 29, 2020 between Grantor and Secured Party (the “**Original Security Agreement**”) and the IP Agreement,

WHEREAS, Secured Party has extended additional credit to Grantor, and as a condition thereof, Grantor must agree that all credit is secured by Grantor’s assets, on the same terms as provided in the Original Security Agreement and the IP Agreement, and

WHEREAS, Grantor and Secured Party wish to memorialize their agreement by Grantor and Secured Party executing the Amended and Restated Loan and Security Agreement dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and this IP Amendment.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows (capitalized terms used herein that are not defined have the same meanings as described in the Security Agreement):

1. Amendments to IP Agreement.

(a) The IP Agreement is hereby amended by replacing the second recital in its entirety as follows:

WHEREAS, Grantor, as borrower, and Secured Party, as lender, entered into (i) the Convertible Secured Promissory Note dated as of May 29, 2020 in the principal amount of \$4,052,478.00; (ii) the Convertible Secured Promissory Note dated as of January 27, 2021 in the principal amount of \$1,588,328.00; (iii) the Convertible Secured Promissory Note dated as of April 30, 2021 in the principal amount of \$1,249,966.14; and (iv) the Secured Promissory Note dated as of April 30, 2021 in the principal amount of \$308,328.79; and may enter into one or more Additional Notes (as defined in the Security Agreement; singly or collectively, all the foregoing Notes and the Additional Notes, as amended, restated, renewed, replaced or otherwise modified from time to time, are referred to as the “**Note**”);

(b) The IP Agreement is hereby amended by replacing the schedules attached as Schedule 1 and Schedule 2 with the attached Schedule 1 and Schedule 2, respectively.

2. Representations. The representations and warranties set forth in the IP Agreement and the Security Agreement are true and correct in all material respects as of the date hereof, with the same effect as though made on the date hereof (except to the extent such representations and warranties expressly refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date).

3. Miscellaneous.

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

(b) Governing Law. This IP Amendment 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 Amendment 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).

(c) Reference to IP Agreement. Each reference in the IP Agreement to "this IP Security Agreement," "hereunder," "hereof," "herein" or words of like import, in the Security Agreement to "the IP Security Agreement," and each reference in any other notes, agreements, documents or other instruments executed and delivered pursuant to the IP Agreement or the Security Agreement shall mean and be a reference to the IP Agreement as amended by this IP Amendment.

[SIGNATURE PAGE FOLLOWS]

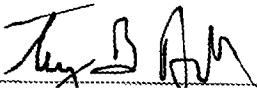
IN WITNESS WHEREOF, the parties have executed this IP Amendment as of the date first written above.

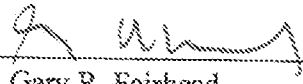
GRANTOR:

SECURED PARTY:

WAGZ, INC.

SIGMATRON INTERNATIONAL, INC.

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

By: 
Name: Gary R. Fairhead
Title: President and CEO

Notice Address:

Notice Address:

100 Market Street, Suite 401
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:

Scott E. Pueschel
Pierce Atwood LLP
One New Hampshire Avenue, Suite 350
Portsmouth, NH 03801

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

[Schedule 1 to First Amendment to IP Security Agreement]

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

WAGZ, INC.
Patents

Country	Application No.	Filing Date	Publication No.	Patent No.	Issue Date	Status
US	15/050,468	2/23/2016	US 2016-0257481 A1	9,980,463 B2	5/29/2018	Issued
US	16/047,348	7/27/2018	US 2019-0029222 A1	11,013,214	5/25/2021	Issued
US	16/047,438	7/27/2018	US 2019-0029221 A1			Pending
US	16/886,352	5/28/2020	US 2020-0375149 A1			Pending
US	16/888,979	6/1/2020	N/A	10,806,126	10/20/2020	Issued
US	16/889,114	6/1/2020	N/A	10,842,129	11/24/2020	Issued
PCT	PCT/US20/56395	10/19/20	N/A			Pending
US	63/082,727	9/24/20	N/A			Pending
US	63/082,739	9/24/20	N/A			Pending

[Schedule 1 to First Amendment to IP Security Agreement]

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

WAGZ, INC. TRADEMARKS					
Trademark Name	Jurisdiction	Trademark Status	Filing Date	Serial Number	Registration Number
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
Wagz Freedom	US	Pending	05/08/2021	90698053	
Wagz Freedom Smart Dog Collar	US	Pending	05/08/2021	90698068	

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