

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAW Acquisition I Corp.		02/02/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fiera Private Debt Fund VI LP		
Street Address:	200 Bay Street		
Internal Address:	Suite 3800		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2J1		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4508388	CANINE GYM	
Registration Number:	3797098	FITPAWS	
Registration Number:	4653151	FITPAWS	
Registration Number:	4199564	FITPAWS	
Registration Number:	4199563	FITPAWS	
Registration Number:	6194891	FITPAWS	
Registration Number:	4421755	K9FITVEST	
Registration Number:	5184356	HELP 'EM UP	
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:	(312)288-3582		
Email:	alyssa.howard@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Melanie A. Fagan		

OP \$215.00 4508388

SIGNATURE:	/Melanie A. Fagan/
DATE SIGNED:	02/04/2022
Total Attachments: 6 source=PAW Acquisition trademark filing#page1.tif source=PAW Acquisition trademark filing#page2.tif source=PAW Acquisition trademark filing#page3.tif source=PAW Acquisition trademark filing#page4.tif source=PAW Acquisition trademark filing#page5.tif source=PAW Acquisition trademark filing#page6.tif	

TRADEMARK COLLATERAL AGREEMENT

This 2nd day of February, 2022, PAW Acquisition I Corp., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 1209 Orange Street, Wilmington, Delaware 19801, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fiera Private Debt Fund VI LP (“*Secured Party*”), with its mailing address at 200 Bay Street, Suite 3800, Toronto, Ontario M5J 2J1, a continuing security interest in and to all of the right, title and interest of such Debtor 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

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of February 2, 2022, among Debtor, the other “Debtors” party thereto and Secured Party, as the same may be amended, supplemented, 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 Secured Party of any applications by Debtor 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 Debtor’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 Secured Party 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 Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the collateral assignment, mortgage, pledge and 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.

This Trademark Collateral Agreement may be executed by one or more of the parties to this Trademark Collateral Agreement on any number of separate counterparts (including by telecopy or pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "delivery," "execute," "execution," "signed," "signature," and words of like import in this Trademark Collateral Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lender, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* without limiting the foregoing, upon the request of the Lender, any electronic signature shall be promptly followed by such manually executed counterpart.

THIS TRADEMARK COLLATERAL AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties 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.

[SIGNATURE PAGE TO FOLLOW]

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

PAW ACQUISITION I CORP.

By *Ryan DeCaire*
Name Ryan DeCaire
Title President

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

FIERA PRIVATE DEBT FUND VI LP

By: Fiera Private Debt Fund GP Inc.
Its sole general partner

By _____
Name _____
Title _____

By _____
Name _____
Title _____

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

PAW ACQUISITION I CORP.

By _____
Name _____
Title _____

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

FIERA PRIVATE DEBT FUND VI LP

By: Fiera Private Debt Fund GP Inc.
Its sole general partner

By Nelson T. Penelas
Name Nelson T. Penelas
Title Managing Director

By Theresa Shutt
Name Theresa Shutt
Title Senior Vice President