

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM755295

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PAW Acquisition I Corp.		08/09/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fiera Private Debt Fund VI LP		
<b>Street Address:</b>	200 Bay Street		
<b>Internal Address:</b>	Suite 3800		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2J1		
<b>Entity Type:</b>	Limited Partnership: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4431548	MUFFIN'S HALO GUIDE FOR BLIND DOGS	
<b>Registration Number:</b>	6443251	BLIND DOG HALO	
<b>Registration Number:</b>	4571031	MUFFIN'S QUARTERBACK HALO GUIDE FOR BLIN	
<b>Registration Number:</b>	4484088	MUFFIN'S BLIND DOG CLUBHOUSE	
<b>Serial Number:</b>	85659524	MUFFIN'S HALO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295817		
<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>	8888295819		
<b>Email:</b>	john.cunningham@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 S. LaSalle		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia		
<b>SIGNATURE:</b>	/Diandra M. LaMantia/		
<b>DATE SIGNED:</b>	09/14/2022		

OP \$140.00 4431548

**Total Attachments: 7**

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**TRADEMARK COLLATERAL AGREEMENT**

This 9th day of August, 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 \_\_\_\_\_

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.

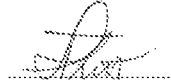
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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 \_\_\_\_\_  
Name Nelson Penelas  
Title Managing Director



By

\_\_\_\_\_  
Name

Theresa Shutt

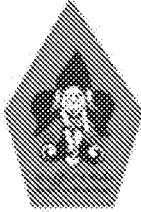

\_\_\_\_\_  
Title


Senior Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**OWNED U.S. TRADEMARKS:**

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Status
<b>MUFFIN'S HALO GUIDE FOR BLIND DOGS</b>  	App. No. 85849203  Reg. No. 4431548	02/13/2013	11/12/2013	US	Registered
<b>BLIND DOG HALO</b>	App. No. 90040011  Reg. No. 6443251	07/07/2020	08/03/2021	US	Registered
<b>MUFFIN'S QUARTERBACK HALO GUIDE FOR BLIND DOGS</b>	App. No. 86016246  Reg. No. 4571031	07/22/2013	07/22/2014	US	Cancelled
<b>MUFFIN'S BLIND DOG CLUBHOUSE</b>  	App. No. 85939512  Reg. No. 4484088	05/22/2013	02/18/2014	US	Cancelled

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Status
<b>MUFFIN'S HALO</b>  	App. No. 85659524  Unreg.	06/22/2012		US	Abandoned  In use since 2012.

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