

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wag Labs, Inc.		06/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC, as Collateral Agent		
Street Address:	150 E. 58th Street		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5108317	MAX BONE	
Registration Number:	5057084	MAX BONE	
Registration Number:	6429919	MAX BONE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	067741-0008		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	06/21/2023		
Total Attachments: 6			
source=Project Treat - Trademark Security Agreement#page1.tif			

CH \$90.00 5108317

source=Project Treat - Trademark Security Agreement#page2.tif
source=Project Treat - Trademark Security Agreement#page3.tif
source=Project Treat - Trademark Security Agreement#page4.tif
source=Project Treat - Trademark Security Agreement#page5.tif
source=Project Treat - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

June 14, 2023

This TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2023 (this "Agreement"), is made by the signatory hereto indicated as a "Grantor" (the "Grantor") in favor of Blue Torch Finance LLC, a Delaware limited liability company "Blue Torch"), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent").

WHEREAS, pursuant to that certain Financing Agreement dated as of August 9, 2022 by and among Wag! Group Co. (formerly known as CHW Acquisition Corporation), a Delaware corporation (the "Parent"), Wag Labs, Inc., a Delaware corporation (the "Borrower"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent and each other Person that executes a Joinder Agreement and becomes a "Grantor" hereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch, as collateral agent for the Lenders and Blue Torch, as administrative agent for the Lenders, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), the Lenders have agreed to make the Loan to the Borrower;

WHEREAS, the Loan Parties entered into the Pledge and Security Agreement, dated as of August 9, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement") in favor of the Collateral Agent;

WHEREAS, the Grantor has entered into that certain Security Agreement Supplement, dated as of the date hereof ("Security Agreement Supplement"), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement and Security Agreement Supplement, the Grantor pledged and granted to the Collateral Agent (and its agents and designees) for the benefit of the Secured Parties, a continuing security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Financing Agreement.

SECTION 2. Grant of Security Interest

As collateral security for the prompt and complete payment, performance, and observance when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) of all of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent (and its agents and designees), and grants to the Collateral Agent (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in the following (the "Trademark Collateral"):

(i) all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, trade styles, logos and other source or business identifiers, and all general intangibles of like nature (ii) all registrations and applications for the registration thereof (including, without limitation, those listed on Schedule A hereto), and all extensions and renewals, together with all goodwill of the business connected with the use of or symbolized by any of the foregoing, (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violations thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark application filed in the United States Patent and Trademark Office prior to the accepted filing of a "Statement of Use" or an accepted filing of an "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use Trademark application under applicable law.

SECTION 3. Security Agreement

The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT (I) AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND (II)

TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

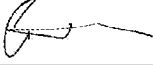
SECTION 5. Counterparts

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries 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 state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

WAG LABS, INC.

By: 

Name: Garrett Smallwood
Title: CEO

COLLATERAL AGENT:

BLUE TORCH FINANCE LLC

By: Blue Torch Capital LP, its Managing Member

DocuSigned by:
Kevin Genda
33D5F77A86E142A...

By:

Name: Kevin Genda
Title: Authorized Signatory

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
MAX BONE	87008908	April 21, 2016	5108317	December 27, 2016	Wag Labs, Inc.
MAX BONE	86447596	November 7, 2014	5057084	October 11, 2016	Wag Labs, Inc.
MAX BONE	90077402	July 28, 2020	6429919	July 20, 2021	Wag Labs, Inc.