

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL VETERINARY ASSOCIATES, INC.		12/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GE BUSINESS FINANCIAL SERVICES INC., as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4201141	PAW PLANS	
Registration Number:	3792994	NVA NATIONAL VETERINARY ASSOCIATES	
Registration Number:	3792987	NVA	
Registration Number:	3792985	NATIONAL VETERINARY ASSOCIATES	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5125.148		

OP \$115.00 4201141

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	12/06/2012
Total Attachments: 5 source=NVA Trademark Security Agreement#page1.tif source=NVA Trademark Security Agreement#page2.tif source=NVA Trademark Security Agreement#page3.tif source=NVA Trademark Security Agreement#page4.tif source=NVA Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 6th day of December, 2012 by National Veterinary Associates, Inc. ("Grantor") in favor of GE Business Financial Services Inc., formerly known as Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Second Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of April 17, 2007 among Grantor, certain affiliates of Grantor, and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

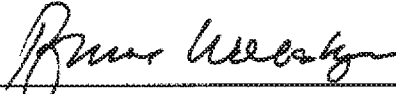
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark; provided, however, that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period which, the grant of a Security Interest therein would impair the validity or enforceability of such intent-to-use trademark application under federal law.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NATIONAL VETERINARY ASSOCIATES, INC.

By: 
Its: R. James Woloshyn, Secretary and Treasurer

Agreed and Accepted
as of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.,
as Administrative Agent

By: _____
Its: _____

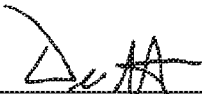
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NATIONAL VETERINARY ASSOCIATES, INC.

By: _____
Its: _____

Agreed and Accepted
as of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.,
as Administrative Agent

By:  _____
Its: Dean Jaffe
Duly Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration No.	Date:
PAW PLANS	4201141	09/04/12
NVA NATIONAL VETERINARY ASSOCIATES	3792994	05/25/10
NVA	3792987	05/25/10
NATIONAL VETERINARY ASSOCIATES	3792985	05/25/10