

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PETSuites of America, LLC		02/09/2015	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as collateral agent		
Street Address:	901 Main Street, Mail Code: TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2689698	PETSUITES	
Registration Number:	2622895	PETSUITES	
Registration Number:	2796909	PETSUITES	
Registration Number:	3772644		
Registration Number:	3832976	PETSUITES	
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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys TR/		
DATE SIGNED:	02/11/2015		
Total Attachments: 9			
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SUPPLEMENT TO SECOND LIEN GUARANTEE AND COLLATERAL AGREEMENT

SUPPLEMENT dated as of February 9, 2015 (this "Supplement"), to the Second Lien Guarantee and Collateral Agreement dated as of August 14, 2014 (the "Guarantee and Collateral Agreement"), NVA MERGER SUB, INC., a Delaware corporation ("Merger Sub") as the initial Borrower (which, on the Closing Date, was merged with and into NVA HOLDINGS, INC., a Delaware corporation (the "Company"), with the Company surviving such merger as the successor Borrower), NVA INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), each other Subsidiary of Holdings identified on Schedule I or otherwise identified herein as a party (each, a "Subsidiary Loan Party") and BANK OF AMERICA, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein).

A. Reference is made to the Second Lien Credit Agreement dated as of August 14, 2014 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among, Holdings, Merger Sub, the Company the lenders party thereto from time to time (the "Lenders"), the Administrative Agent and the Collateral Agent for the Lenders, and the other parties thereto.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guarantee and Collateral Agreement referred to therein.

C. The Pledgors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans under the Credit Agreement. Section 7.16 of the Guarantee and Collateral Agreement provides that additional Subsidiaries may become Subsidiary Loan Parties under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Subsidiary") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Loan Party under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans (if available under the Credit Agreement) and as consideration for Loans previously made under the Credit Agreement.

Accordingly, the Administrative Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Loan Party, a Guarantor and a Pledgor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Loan Party, a Guarantor and a Pledgor, and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Subsidiary Loan Party, a Guarantor and a Pledgor thereunder and (b) represents and warrants that the representations and warranties made by it as a Guarantor and a Pledgor thereunder are true and correct, in all material respects, on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations (as defined in the Guarantee and Collateral Agreement),

does hereby create and grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and Lien on all the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of the New Subsidiary. Each reference to a "Subsidiary Loan Party," a "Guarantor," or a "Pledgor" in the Guarantee and Collateral Agreement shall be deemed to include the New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) implied covenants of good faith and fair dealing.

SECTION 3. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. This Supplement shall become effective when (a) the Administrative Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and (b) the Agents have executed a counterpart hereof. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including ".pdf" or ".tif") shall be as effective as delivery of a manually signed original.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of all the Pledged Securities of the New Subsidiary as of the date hereof, (b) set forth on Schedule II attached hereto is a true and correct schedule of all of the material Patents, Trademarks and Copyrights of the New Subsidiary as of the date hereof, (c) set forth on Schedule III attached hereto is a true and correct schedule of all Commercial Tort Claims of the New Subsidiary individually in excess of \$5.0 million as of the date hereof and (d) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, disbursements and other charges of counsel for the Collateral Agent.

SECTION 10. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Supplement are expressly subject and subordinate to the liens and security interests granted to Bank of America, N.A., as collateral agent (and its permitted successors), for the benefit of the Senior Lenders (as defined in the Intercreditor Agreement), pursuant to the First Lien Collateral Agreement (as defined in the Intercreditor Agreement) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the New Subsidiary and the Agents have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

PETSuites of America, LLC

By: 

Name: Gregory Hartmann

Title: Chief Executive Officer

Legal Name: PETSuites of America, LLC

Jurisdiction of Formation: Kentucky

Location of Chief Executive Office:

29229 Canwood Street

Suite 100

Agoura Hills, CA 91301

[Signature page to Supplement to Second Lien Guarantee and Collateral Agreement]

BANK OF AMERICA, N.A., as
Administrative Agent and Collateral Agent

By: 
Name: **Christopher Joseph**
Title: **Vice President**

[Signature page to Supplement to Second Lien Guarantee and Collateral Agreement]

Schedule I
to Supplement to the
Guarantee and
Collateral Agreement

Pledged Securities of the New Subsidiary

EQUITY INTERESTS

<u>Number of Issuer Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interest</u>	<u>Percentage of Equity Interests</u>
N/A (Uncertificated)	National Veterinary Associates, Inc.	100	100%

DEBT SECURITIES

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
N/A			

Schedule II
to Supplement to the
Guarantee and
Collateral Agreement

PATENTS, TRADEMARKS AND COPYRIGHTS

Trademark	Jurisdiction	Serial/Reg. No.	Status	Reg. Date
PETSUITES	United States	2,689,698	LIVE	02/25/2003
PETSUITES	United States	2,622,895	LIVE	09/24/2002
PETSUITES (stylized)	United States	2,796,909	LIVE	12/23/2003
MISCELLANEOUS DESIGN	United States	3,772,644	LIVE	04/06/2010
PETSUITES	United States	3,832,976	LIVE	08/10/2010

COMMERCIAL TORT CLAIMS

1. None.