

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Best Friends Acquisition Corp.		04/02/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	105, St. Jacques Street		
Internal Address:	3rd Floor		
City:	Montreal		
State/Country:	QUEBEC		
Postal Code:	H2y 1L6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4615249	BEST FRIENDS TOTAL PET CARE	
Registration Number:	4615248	BEST FRIENDS TOTAL PET CARE	
Registration Number:	4283049	BEST FRIENDS PET CARE BILL OF RIGHTS	
Registration Number:	3596285	IT'S BEST TO STAY WITH FRIENDS	
Registration Number:	3306364	BEST FRIENDS PET CARE	
Registration Number:	2630700	BEST FRIENDS PET RESORTS & SALONS	
Registration Number:	2049684	BEST FRIENDS PET CARE	
Serial Number:	86147436	BEST FRIENDS VETERINARY GROUP	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	576893-15		

CH \$215.00 4615249

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	04/06/2015
Total Attachments: 5 source=4-6-15 Best Friends Pet Care Inc 2-TM#page1.tif source=4-6-15 Best Friends Pet Care Inc 2-TM#page2.tif source=4-6-15 Best Friends Pet Care Inc 2-TM#page3.tif source=4-6-15 Best Friends Pet Care Inc 2-TM#page4.tif source=4-6-15 Best Friends Pet Care Inc 2-TM#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 2nd day of April, 2015, BEST FRIENDS ACQUISITION CORP., a Delaware corporation (the "*Debtor*") with its principal place of business and mailing address at 520 Main Avenue, Norwalk, Connecticut 06851, 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 BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch, with its mailing address at 105, St. Jacques Street, 3rd Floor, Montreal, Quebec H2Y 1L6, and its successors and assigns (the "*Secured Party*"), and grants to the Secured Party 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 all extensions and renewals thereof; 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 the Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, 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 the Debtor as set out in that certain Security Agreement bearing even date herewith between the Debtor and the Secured Party, as the same may be amended, 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 the Secured Party of any applications by the 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 the 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 the 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 Agreement.

The Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the 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. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

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

BEST FRIENDS ACQUISITION CORP.

By 
Name: Shaun Rader
Title: Chief Financial Officer

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

BANK OF MONTREAL, acting through its
Chicago branch

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement (Borrower)]

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

BEST FRIENDS ACQUISITION CORP.

By _____
Name: _____
Title: _____

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

BANK OF MONTREAL, acting through its
Chicago branch

By  _____
Name: Randon Gardley
Title: Vice President

[Signature Page to Trademark Collateral Agreement (Borrower)]

SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
BEST FRIENDS TOTAL PET CARE	4615249	09/30/2014
BEST FRIENDS TOTAL PET CARE	4615248	09/30/2014
BEST FRIENDS PET CARE BILL OF RIGHTS	4283049	01/29/2013
IT'S BEST TO STAY WITH FRIENDS	3596285	03/24/2009
BEST FRIENDS PET CARE	3306364	10/09/2007
BEST FRIENDS PET RESORTS & SALONS	2630700	10/08/2002
BEST FRIENDS PET CARE	2049684	04/01/1997

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
BEST FRIENDS VETERINARY GROUP	86147436	12/18/2013