

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pet Supermarket, Inc.		04/17/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Ave., 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2388845	PETSUPERMARKET	
Registration Number:	3720341	PET SUPERMARKET	
Registration Number:	3720340	PET SUPERMARKET	
Registration Number:	3720342	PETSUPERMARKET	
Registration Number:	2992494	SUPER IS OUR MIDDLE NAME	
Registration Number:	2995037	HAVE A HEALTHIER PET FOR LESS	
Registration Number:	2995033	SPOKESPET	
Registration Number:	3124533	V.I.P. VERY IMPORTANT PET	
Registration Number:	3124554	WE SPEAK PET	
Registration Number:	3907151	NSI NATIONAL SHOPPERS INSTITUTE	
Serial Number:	86508502	PETSUPERMARKET	
Serial Number:	86508559	PET SUPERMARKET	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
TRADEMARK			

CH \$315.00 2388845

Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	337968-151
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	04/20/2015
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2015, is between PET SUPERMARKET, INC., a Florida corporation (the "Grantor"), and GCI CAPITAL MARKETS LLC, a Delaware limited liability company, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself, all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the federal Trademark registrations and Trademark applications for registration listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with RCPSI Corporation, a Georgia corporation ("Initial Borrower"; Initial Borrower together with such other Persons who may from time to time execute and deliver a Loan Party Joinder Agreement pursuant to which such Person shall join in the execution thereof and each of the other Loan Documents as "Borrower" thereunder, each a "Borrower" and collectively the "Borrowers"), Initial Borrower as Borrower Representative, the other Loan Parties party thereto, the Lenders and Grantee providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lenders and the other Secured Parties, a security interest in the Collateral, including all right, title and interest of Grantor in, to and under the Trademarks (other than Trademarks that constitute Excluded Property (as defined in the Security Agreement)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

Grantor does hereby grant to Grantee, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto; and

(2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by Grantors including, without limitation, the federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding the foregoing, no security interest shall be granted under this Trademark Security Agreement and the Trademark Collateral shall not include any Excluded Property (as defined in the Security Agreement), including: (i) any Trademark License entered into by Grantor that prohibits or requires the consent of any Person other than Grantor, another Loan Party or their respective affiliates which has not been obtained as a condition to the creation by Grantor of a Lien on any right, title or interest in such Trademark License, but only to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirements of Law and (ii) any "intent to use" Trademark applications for which a statement of use has not been filed and accepted (but only until such statement of use is filed and accepted).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 of any conflict between this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement shall control.

Upon the Termination Date, at Grantor's sole cost and expense, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form and in form and substance reasonably acceptable to Grantor releasing the security interest in the Trademark Collateral under this Trademark Security Agreement, and the security interest in and to Grantor's right, title and interest in, to and under the Trademark Collateral pursuant to this Trademark Security Agreement shall automatically and immediately terminate and all rights shall automatically and immediately revert to the Grantor.

This Trademark Security Agreement may be executed in any number of 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.

[Remainder of page intentionally left blank; signature page follows]

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

PET SUPERMARKET, INC., a Florida corporation

By: 

Name: Stephen D. Aronson

Title: Authorized Signatory

Acknowledged:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 005501 FRAME: 0059

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
PET SUPERMARKET (in box with black border)	US	75569851	10/13/98	2,388,845	09/19/00
PET SUPERMARKET (in box in yellow and red)	US	77691942	3/16/09	3,720,341	12/1/09
PET SUPERMARKET (Stacked in yellow and red)	US	77691862	3/16/09	3,720,340	12/1/09
PET SUPERMARKET (Block letters in yellow and red)	US	77691964	3/16/09	3,720,342	12/1/09
SUPER IS OUR MIDDLE NAME	US	78451467	7/15/04	2,992,494	9/6/05
HAVE A HEALTHIER PET FOR LESS	US	78451497	7/15/04	2,995,037	9/13/05
SPOKESPET	US	78451409	7/15/04	2,995,033	9/13/05
V.I.P. VERY IMPORTANT PET	US	78451303	7/15/04	3,124,533	8/1/06
WE SPEAK PET	US	78457598	7/27/04	3,124,554	8/1/06
NSI NATIONAL SHOPPERS INSTITUTE	US	85029023	5/3/10	3,907,151	1/18/11
PET SUPERMARKET	US	86/508,502	1/20/15		
PET SUPERMARKET (with space)	US	86/508,559	1/20/15		