

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343584

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PetVet Care Centers (Florida), LLC		05/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BSP Agency, LLC		
<b>Street Address:</b>	9 West 57th Street		
<b>Internal Address:</b>	Suite 4920		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3471242	PET DOCTORS OF AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>			
<b>Phone:</b>	212.310.8941		
<b>Email:</b>	Juan.Arias@weil.com		
<b>Correspondent Name:</b>	Wansi Leung		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>NAME OF SUBMITTER:</b>	Wansi Leung		
<b>SIGNATURE:</b>	/Wansi Leung/		
<b>DATE SIGNED:</b>	06/04/2015		
<b>Total Attachments: 4</b>			
source=PetVet - 2L IP Security Agreement (Pet Doctors acquisition)#page1.tif			
source=PetVet - 2L IP Security Agreement (Pet Doctors acquisition)#page2.tif			
source=PetVet - 2L IP Security Agreement (Pet Doctors acquisition)#page3.tif			

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 22, 2015, is made by PetVet Care Centers (Florida), LLC, a Delaware limited liability company (“**Grantor**”), in favor of BSP Agency, LLC, in its capacity as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of December 17, 2014 (as amended, restated, supplemented or modified from time to time, the “**Credit Agreement**”) among Grantor’s affiliates, the financial institutions from time to time party thereto and Agent; and

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement dated December 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; all capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement), among the Grantor, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations, the Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of its Trademarks, including, without limitation, the trademark listed on Schedule I hereto, in each case to the extent the same constitute Collateral (the “**Intellectual Property**”). Until the Termination Date (as defined in the Second Lien Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property (including (i) all reissues, continuations, renewals or extensions of the foregoing, (ii) all goodwill of the business connected with the use of, and symbolized by, the Intellectual Property, and (iii) all products and proceeds of the foregoing).

The security interests granted herein are in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property 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

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement).

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first set forth above.

Pet Vet Care Centers (Florida), LLC  
as Grantor

By: 

Name: Gino Volpacchio

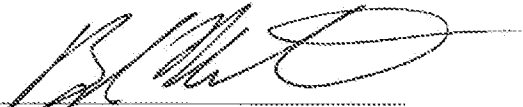
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005546 FRAME: 0099**

ACCEPTED AND ACKNOWLEDGED BY:

BSP AGENCY, LLC, as Agent

By: 

Name: Bryan Martoken

Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**Schedule I**  
**Trademarks**

<b>Owner</b>	<b>US Registration Date</b>	<b>US Registration Number</b>	<b>US Serial Number</b>	<b>Mark</b>
Pet Vet Care Centers (Florida), LLC	July 22, 2008	3471242	77339136	Pet Doctors of America 