

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ethos Veterinary Health, LLC		12/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A., as administrative agent		
<b>Street Address:</b>	28 State Street		
<b>Internal Address:</b>	Attn: Harriette Batson		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Association: BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86781525	VETBLOOM	
<b>Serial Number:</b>	86781527	VETBLOOM	
<b>Serial Number:</b>	86833655	ETHOS VETERINARY HEALTH	
<b>Registration Number:</b>	4367375	IVG INTOWN VETERINARY GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127557306		
<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>	212.326.3939		
<b>Email:</b>	aaaugustine@jonesday.com, NYTEF@JONESDAY.COM		
<b>Correspondent Name:</b>	Frank E. Freeman		
<b>Address Line 1:</b>	222 East 41st Street		
<b>Address Line 2:</b>	Jones Day		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	098614-640118		
<b>NAME OF SUBMITTER:</b>	Frank E. Freeman		
<b>SIGNATURE:</b>	/Frank E. Freeman/		

CH \$115.00 86781525

<b>DATE SIGNED:</b>	12/18/2015
---------------------	------------

**Total Attachments: 5**

source=Citizens-VIPW Execution Version Collateral Assignment of Trademarks 12.18#page1.tif

source=Citizens-VIPW Execution Version Collateral Assignment of Trademarks 12.18#page2.tif

source=Citizens-VIPW Execution Version Collateral Assignment of Trademarks 12.18#page3.tif

source=Citizens-VIPW Execution Version Collateral Assignment of Trademarks 12.18#page4.tif

source=Citizens-VIPW Execution Version Collateral Assignment of Trademarks 12.18#page5.tif

NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of December 18, 2015 (this "Agreement"), between Ethos Veterinary Health LLC, a Delaware limited liability company, (together with its successors and assigns, the "Grantor"), and CITIZENS BANK, N.A., as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of December 18, 2015 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among ETHOS VETERINARY HEALTH LLC, a Delaware limited liability company (together with its successors and assigns, the "Borrower"), the lenders party thereto (the "Lenders"), and the Administrative Agent and the Security Agreement referred to below.

(2) In connection with the Credit Agreement, the Grantor is a party to a Pledge and Security Agreement, dated as of December 18, 2015 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Confirmation of Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby confirms that, pursuant to the Security Agreement, it granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired and wherever located:

(i) all trademarks of the Grantor (including, without limitation, those listed on Schedule A hereto); and

(ii) all applications for trademarks to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks issued by any other country or any office, agency or other Governmental Authority thereof;

(iv) all applications for trademarks to be issued by any office, agency or other Governmental Authority referred to in clause (iii) above;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

(vii) all licenses and other agreements relating in whole or in part to any trademarks, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) all good will related to any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and

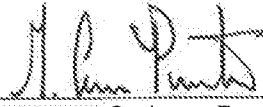
(xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**ETHOS VETERINARY HEALTH LLC**

By: 

Name: G. Ames Prentiss

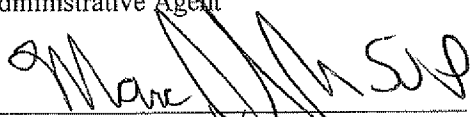
Title: Chief Executive Officer/President

*[Signature Page to Notice and Confirmation of Grant of Security Interest In Trademarks]*

**TRADEMARK**  
**REEL: 005693 FRAME: 0012**

Accepted and acknowledged by:

**CITIZENS BANK, N.A.**  
as Administrative Agent

By:   
Name: Marc J. Lubelczyk  
Title: Senior Vice President

*[Signature Page Notice and Confirmation of Grant of Security Interest In Trademarks]*

**TRADEMARK**  
**REEL: 005693 FRAME: 0013**

Schedule A

to Notice and Conformation of Grant  
of Security Interest in Trademarks

(A) Registrations:

<u>Title</u>	<u>Trademark No.</u>	<u>Issue Date</u>
IVG Hospitals, Inc.	4,367,375	IVG Intown Veterinary Group (letters and design)

(B) Applications:

<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
VetBloom	86/781,525	October 8, 2015
VetBloom (and Design)	86/781,527	October 8, 2015
Ethos Veterinary Health	86/833,655	November 30, 2015