

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390241

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pet Supermarket, Inc.		07/05/2016	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Markets LLC, as Administrative Agent		
<b>Street Address:</b>	666 Fifth Ave, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2995037	HAVE A HEALTHIER PET FOR LESS	
<b>Registration Number:</b>	4948262	HEALTHY GREENS	
<b>Registration Number:</b>	3907151	NSI NATIONAL SHOPPERS INSTITUTE	
<b>Registration Number:</b>	3720341	PET SUPERMARKET	
<b>Registration Number:</b>	3720340	PET SUPERMARKET	
<b>Registration Number:</b>	3720342	PETSUPERMARKET	
<b>Registration Number:</b>	2388845	PETSUPERMARKET	
<b>Registration Number:</b>	2995033	SPOKESPET	
<b>Registration Number:</b>	2992494	SUPER IS OUR MIDDLE NAME	
<b>Registration Number:</b>	3124533	V.I.P. VERY IMPORTANT PET	
<b>Registration Number:</b>	3124554	WE SPEAK PET	
<b>Serial Number:</b>	86508502	PETSUPERMARKET	
<b>Serial Number:</b>	86508559	PET SUPERMARKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	3125778316		
<b>Email:</b>	daritza.vergara@kattenlaw.com		

CH \$340.00 2995037

**Correspondent Name:** Daritza Vergara c/o Katten  
**Address Line 1:** 525 W. Monroe  
**Address Line 4:** Chicago, ILLINOIS 60661

**NAME OF SUBMITTER:** Daritza Vergara

**SIGNATURE:** /Daritza Vergara/

**DATE SIGNED:** 07/05/2016

**Total Attachments: 6**

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**U.S. TRADEMARK SECURITY AGREEMENT**

THIS U.S. TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of July 5, 2016, is between PET SUPERMARKET, INC., a Florida corporation (“Grantor”), and GOLUB CAPITAL MARKETS LLC, as Administrative Agent (in such capacity, “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 Pet Holdings ULC, a British Columbia unlimited liability company (the “Canadian Borrower”), Grantor (the “U.S. Borrower”; together with the Canadian Borrower and such other Persons who may from time to time execute and deliver a Loan Party Joinder Agreement (as defined in the Credit Agreement) pursuant to which such Person shall join in the execution thereof and each of the other Loan Documents as a “Borrower” thereunder, each a “Borrower” and collectively the “Borrowers”), the Canadian Borrower as Borrower Representative, the other Loan Parties from time to time party thereto, the Lenders and Grantee providing for extensions of credit and other financial accommodations to be made to the Borrowers by Lenders; and

**WHEREAS**, pursuant to the terms of that certain U.S. 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, Grantor hereby agrees with 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 U.S. 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 U.S. 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 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, Grantee shall execute, acknowledge, and deliver to 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 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]

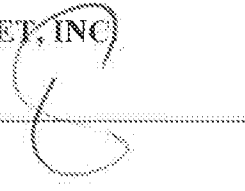
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

PET SUPERMARKET, INC.

By: \_\_\_\_\_

Name: Tom McNeely

Title: President

A handwritten signature in dark ink, appearing to be 'Tom McNeely', is written over a horizontal dotted line. The signature is stylized and loops back to the right.

AFFIDAVIT OF OUT-OF-STATE EXECUTION

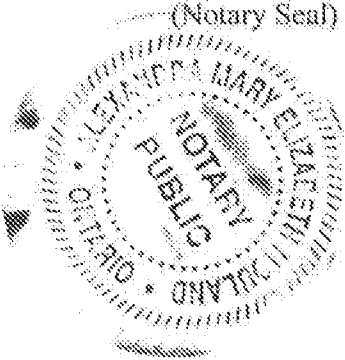
Attachment to the instrument hereto annexed of Pet Supermarket, Inc. dated July  
5, 2016.

Jurisdiction: Province of Ontario, Canada, To Wit:

I, Alexandre Mouloudi Notary Public in and for the above jurisdiction do hereby certify that Tom McNeely, President of Pet Supermarket, Inc., a party to the instrument, dated July 5, 2016, and hereto annexed, personally appeared before me in said jurisdiction, being personally known to me or having produced \_\_\_\_\_ as identification and being the person who executed this instrument and acknowledged the same to be his act and deed.

Given under my hand and seal this 29<sup>th</sup> day of June, 2016.

(Notary Seal)

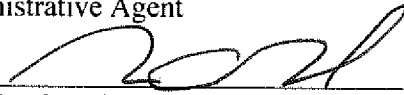


Alexandre Mouloudi

Notary Public cbes  
My Commission Expires: 7

Acknowledged:

**GOLUB CAPITAL MARKETS LLC,**  
as Administrative Agent

By:   
Name: Marc C. Robinson  
Title: Managing Director

Signature Page to U.S. Trademark Security Agreement

**TRADEMARK**  
**REEL: 005827 FRAME: 0554**

## SCHEDULE 1

### TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Owner</u>
HAVE A HEALTHIER PET FOR LESS	U.S.	September 13, 2005	2,995,037	Pet Supermarket, Inc.
HEALTHY GREENS	U.S.	April 26, 2016	4948262	Pet Supermarket, Inc.
NATIONAL SHOPPERS INSTITUTE	U.S.	January 18, 2011	3,907,151	Pet Supermarket, Inc.
PET SUPERMARKET (in box in yellow and red)	U.S.	December 1, 2009	3,720,341	Pet Supermarket, Inc.
PET SUPERMARKET (Stacked in yellow and red)	U.S.	December 1, 2009	3,720,340	Pet Supermarket, Inc.
PETSUPERMARKET (Block letters in yellow and red)	U.S.	December 1, 2009	3,720,342	Pet Supermarket, Inc.
PETSUPERMARKET (in box with black border)	U.S.	September 19, 2000	2,388,845	Pet Supermarket, Inc.
SPOKESPET	U.S.	September 13, 2005	2,995,033	Pet Supermarket, Inc.
SUPER IS OUR MIDDLE NAME	U.S.	September 6, 2005	2,992,494	Pet Supermarket, Inc.
V.I.P. VERY IMPORTANT PET	U.S.	August 1, 2006	3,124,533	Pet Supermarket, Inc.
WE SPEAK PET	U.S.	August 1, 2006	3,124,554	Pet Supermarket, Inc.

### TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Application Date</u>	<u>Application No.</u>	<u>Owner</u>
PETSUPERMARKET	U.S.	January 20, 2015	86/508,502	Pet Supermarket, Inc.
PET SUPERMARKET (with space)	U.S.	January 20, 2015	86/508,559	Pet Supermarket, Inc.