

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PETSOLUTIONS LLC		12/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT		
Street Address:	150 S. WACKER DRIVE, SUITE 800		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2048244	PET SOLUTIONS	
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:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-233		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	01/06/2017		
Total Attachments: 5			
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U.S. TRADEMARK SECURITY AGREEMENT

THIS U.S. TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of December 30, 2016, is between PETSOLUTIONS LLC, a Delaware limited liability company (“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 Loan Party Joinder Agreement dated as of the date hereof (the “Joinder”) by Grantor in favor of Grantee, which supplements that certain Credit Agreement dated as of July 5, 2016 (as supplemented by the Joinder and as the same may be further 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”), Pet Supermarket, Inc., a Florida corporation (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 Joinder to Security Agreement, Pledge Agreement and Loan Documents dated as of the date hereof (the “Collateral Joinder”) by Grantor in favor of Grantee, which supplements that certain U.S. Security Agreement dated as of July 5, 2016 (as supplemented by the Collateral Joinder and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the U.S. Borrower, 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.

PETSOLUTIONS LLC

By: _____

Name: Tom McNeely

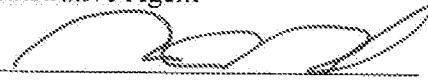
Title: President

U.S. Trademark Security Agreement

TRADEMARK
REEL: 005960 FRAME: 0632

Acknowledged:

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

U.S. Trademark Security Agreement

TRADEMARK
REEL: 005960 FRAME: 0633

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Owner</u>
PET SOLUTIONS	U.S.	March 25, 1997	2,048,244	PetSolutions LLC

TRADEMARK APPLICATIONS

None.