

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DESTINATION PET, LLC		09/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MCLARTY CAPITAL PARTNERS SBIC, L.P., AS AGENT		
Street Address:	1 Rockefeller Plaza, Suite 1203		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3844403	BROWNDOG LODGE LUXURY PET HOTEL DAYCARE	
Registration Number:	2788216	MAN'S BEST FRIEND	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	51683 / 023		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	10/02/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of September 29, 2017, among the Grantor listed on the signature pages hereof (“**Grantor**”), and MCLARTY CAPITAL PARTNERS SBIC, L.P., a Delaware limited partnership, in its capacity as agent (together with its successors and assigns in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Loan Agreement**”) among **DESTINATION PET HOLDINGS, LLC**, a Delaware limited liability company (“**Parent**”), **DESTINATION PET, LLC**, a Delaware limited liability company (“**Destination Pet**”), **DESTINATION PET, INC.**, a Delaware corporation (“**DP Corp**”), and **DESTINATION PET (WA), Inc.**, a Washington corporation (“**DPWA**”, and together with Destination Pet and DP Corp, each individually a “**Borrower**” and jointly, severally and collectively, the “**Borrowers**”), the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the “**Lenders**”), and Agent, the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in and to and lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of Grantor’s common law trademarks, trademark applications, trademark registrations, service marks, trade names and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those referred to on Schedule I hereto;

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this

Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Loan Document refer to this Trademark Security Agreement or such Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan

Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

9. LOAN DOCUMENT. This Trademark Security Agreement is a Loan Document for all purposes under the Loan Agreement.

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

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

GRANTOR:

DESTINATION PET, LLC,
a Delaware limited liability company

By: Destination Pet Holdings, LLC
Its: Sole Member

By: 
Name: Shane Kelly
Title: Chief Executive Officer

ACCEPTED AND
ACKNOWLEDGED BY:

MCLARTY CAPITAL PARTNERS SBIC, L.P., as
Agent

By: McLarty Capital Partners SBIC, LLC,
its general partner

By: CD Smith
Name: Christopher D. Smith
Title: Manager

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Grantor</u>
	BROWNDOG LODGE LUXURY PET HOTEL DAY CARE SPA (AND DESIGN)	USPTO	3844403	DESTINATION PET, LLC
	MAN'S BEST FRIEND	USPTO	2788216	DESTINATION PET, LLC

Pending Trademark Applications

NONE