

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PATHWAY VET ALLIANCE LLC		12/21/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5427558	PERRIN-410 ANIMAL HOSPITAL BEST CARE ANY	
Registration Number:	5422487	PERRIN-410 ANIMAL HOSPITAL	
Registration Number:	3791920	E EYE CARE FOR ANIMALS	
Registration Number:	3611958	SEEING LIFE THROUGH YOUR PET'S EYES	
Serial Number:	88095157		
Serial Number:	88220678	VETERINARY GROWTH PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11668.359 Second Lien		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$165.00 5427558

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	12/21/2018
Total Attachments: 5 source=Pathway - 2L Trademark Security Agreement executed#page1.tif source=Pathway - 2L Trademark Security Agreement executed#page2.tif source=Pathway - 2L Trademark Security Agreement executed#page3.tif source=Pathway - 2L Trademark Security Agreement executed#page4.tif source=Pathway - 2L Trademark Security Agreement executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2018 (this “Trademark Security Agreement”), made by Pathway Vet Alliance LLC, a Delaware limited liability company, (the “Grantor”), in favor of Ares Capital Corporation, as Collateral Agent (as defined in the Second Lien Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of December 21, 2018 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among Pathway Vet Alliance LLC, PVA Company LLC, each Lender (as defined in the Second Lien Credit Agreement) from time to time party thereto, Ares Capital Corporation, as Administrative Agent and the other parties party thereto.

WHEREAS, the Grantor is party to a Second Lien Security Agreement, dated as of December 21, 2018 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Second Lien Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Second Lien Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. The Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets).

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest mentioned in Section 2 above with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the

Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

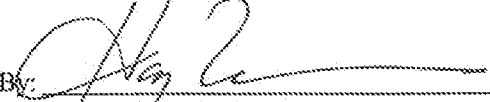
Section 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]

IN WITNESS WHEREOF, the 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.

PATHWAY VET ALLIANCE LLC
as Grantor

By: 
Name: Harry L. Zimmerman
Title: EVP – General Counsel, Secretary

Accepted and Agreed

ARES CAPITAL CORPORATION,
as Collateral Agent

By: _____

Name:

Title:

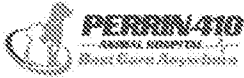
Mitchell Goldstein
Authorized Signatory

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

U.S. Trademarks Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Status</u>
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March 20, 2018

5427558

Registered

PERRIN-410 ANIMAL HOSPITAL

March 13, 2018

5422487

Registered



May 25, 2010

3791920

Registered

SEEING LIFE THROUGH YOUR
PET'S EYES

April 28, 2009

3611958

Registered

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Status</u>
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August 28, 2018

88095157

Pending



December 6, 2018

88220678

Pending