

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Butler Animal Health Supply, LLC		02/07/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	1244917	BUTLER	
Registration Number:	1204240	BUTLER	
Registration Number:	5052851	C.H.O.I.C.E. DIAGNOSTICS	
Registration Number:	5052852	CHOICE DIAGNOSTICS	
Registration Number:	5089232	CHOICE DIAGNOSTICS	
Registration Number:	2400411	CLINDROPS	
Registration Number:	1959404	BOVA DERM	
Registration Number:	5424945	CARPROCHEWS	
Registration Number:	5403221	CARPROJECT	
Registration Number:	5178272	CARPROPLETS	
Registration Number:	4697102	ELOXIJECT	
Registration Number:	5187345	ELOXIORAL	
Registration Number:	4364526	ENZY-CHEWS	
Registration Number:	4368601	ISOETHESIA	
Registration Number:	5124168	MAXI-OTIC	
Registration Number:	4557049	FELPROVIS	
Registration Number:	4588947	STYPTSTIX	
Registration Number:	4258320	MYVET DIRECT	
TRADEMARK			

CH \$615.00 1244917

Property Type	Number	Word Mark
Registration Number:	4165480	MYVETDIRECT
Registration Number:	4165479	MYVETDIRECT.COM
Registration Number:	2664252	PHARMLINK
Registration Number:	4557050	REVACAN
Registration Number:	3854268	SEVOTHESIA
Registration Number:	4185113	VETUS

CORRESPONDENCE DATA

Fax Number: 6502515002
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.
Phone: 6502515027
Email: jnull@stblaw.com
Correspondent Name: Marcela Robledo
Address Line 1: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/2189
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	02/07/2019

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of February 7, 2019, made by Butler Animal Health Supply, LLC, a Delaware limited liability company having a principal place of business at Custom House Square, 7, Custom House St, Portland, ME 04101 (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”) which are parties to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Vet Intermediate Holdco II, LLC, a Delaware limited liability company (the “Borrower”), the Agent and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantor and the other parties thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants, and pursuant to the Guarantee and Collateral Agreement, it granted to the Collateral Agent for the benefit of the Secured Parties, a single security interest in all of the Grantor’s right,

title and interest in and to the Trademarks of the Grantor 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 (including, without limitation, those items listed on Schedule I hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations, except that no security interest has or will be granted pursuant hereto in any Trademarks to the extent that such grant of a security interest is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument, (including any permitted liens, leases and licenses) or other document evidencing or giving rise to such Trademarks in each case with any third party, joint venture or non wholly-owned Subsidiary, except to the extent that the term in such contract, license, agreement, instrument or other document or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law.

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

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (including by telecopy or electronic (i.e., "pdf") transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BUTLER ANIMAL HEALTH SUPPLY, LLC,
as the Grantor

By: 

Name: Michael S. Ettinger

Title: Secretary

[Signature Page to Grant of Security Interest in Trademarks – Butler Animal Health Supply, LLC]

TRADEMARK
REEL: 006553 FRAME: 0742

JPMORGAN CHASE BANK, N.A.,
as Agent

By:  _____

Name: Alfeia Schreiberstein
Title: Executive Director

SCHEDULE I

Trademark Registrations

Country	Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United States of America	BUTLER	73315107 Jun 17 1981	1244917 Jul 12 1983	Butler Animal Health Supply, LLC
United States of America	BUTLER	73215271 May 11 1979	1204240 Aug 10 1982	Butler Animal Health Supply, LLC
United States of America	C.H.O.I.C.E. DIAGNOSTICS	86/768230 Sep 25 2015	5052851 Oct 4 2016	Butler Animal Health Supply, LLC
United States of America	CHOICE DIAGNOSTICS	86/768242 Sep 25 2015	5052852 Oct 4 2016	Butler Animal Health Supply, LLC
United States of America	CHOICE DIAGNOSTICS and design	86/768235 Sep 25 2015	5089232 Nov 29 2016	Butler Animal Health Supply, LLC
United States of America	CLINDROPS	75298693 May 27 1997	2400411 Oct 31 2000	Butler Animal Health Supply, LLC
United States of America	BOVA DERM	74571807 Sep 9 1994	1959404 Feb 27 1996	Butler Animal Health Supply, LLC
United States of America	CARPROCHEWS	87364825 Mar 9 2017	5424945 Mar 13 2018	Butler Animal Health Supply, LLC
United States of America	CARPROJECT	87364896 Mar 9 2017	5403221 Feb 13 2018	Butler Animal Health Supply, LLC
United States of America	CARPROPLETS	87069090 Jun 13 2016	5178272 Apr 4 2017	Butler Animal Health Supply, LLC
United States of America	ELOXIJECT	86174165 Jan 24 2014	4697102 Mar 3 2015	Butler Animal Health Supply, LLC
United States of America	ELOXIORAL	86/740237 Aug 28 2015	5187345 Apr 1 8 2017	Butler Animal Health Supply, LLC

Country	Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United States of America	ENZY-CHEWS	85780408 Nov 15 2012	4364526 Jul 9 2013	Butler Animal Health Supply, LLC
United States of America	ISOTHESIA	85815355 Jan 4 2013	4368601 Jul 16 2013	Butler Animal Health Supply, LLC
United States of America	MAXI-OTIC	87069131 Jun 13 2016	5124168 Jan 17 2017	Butler Animal Health Supply, LLC
United States of America	FELPROVIS	85887555 Mar 27 2013	4557049 Jun 24 2014	Butler Animal Health Supply, LLC
United States of America	STYPTSTIX	86/232292 Mar 26 2014	4588947 Aug 19 2014	Butler Animal Health Supply, LLC
United States of America	MY VET DIRECT (and design without cow)	85/260578 Mar 8 2011	4258320 Dec 11 2012	Butler Animal Health Supply, LLC
United States of America	MYVETDIRECT	85/260513 Mar 8 2011	4165480 Jun 26 2012	Butler Animal Health Supply, LLC
United States of America	MYVETDIRECT.COM	85/260505 Mar 8 2011	4165479 Jun 26 2012	Butler Animal Health Supply, LLC
United States of America	PHARMLINK	76193414 Jan 12 2001	2664252 Dec 17 2002	Butler Animal Health Supply, LLC
United States of America	REVACAN	85887562 Mar 27 2013	4557050 Jun 24 2014	Butler Animal Health Supply, LLC
United States of America	SEVOTHESIA	77493840 Jun 9 2008	3854268 Sep 28 2010	Butler Animal Health Supply, LLC
United States of America	VETUS	85336246 Jun 2 2011	4185113 Aug 7 2012	Butler Animal Health Supply, LLC