

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509059

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Direct Vet Marketing, Inc. | | 02/07/2019 | Corporation: 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: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5076121 | DVM DIRECT | |
| Registration Number: | 5089689 | VETS FIRST CHOICE | |
| Serial Number: | 87887758 | VETS FIRST | |
| Serial Number: | 87887762 | VETS FIRST CHOICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6502515002 | | |
| <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: | 6502515027 | | |
| Email: | jmull@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: 5 | | | |

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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 Direct Vet Marketing, Inc., a Delaware corporation 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.

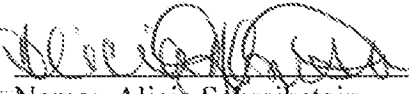
DIRECT VET MARKETING, INC.,
as the Grantor

By: 
Name: Benjamin Shaw
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademarks -- Direct Vet Marketing, Inc.]

TRADEMARK
REEL: 006553 FRAME: 0750

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Alicia Schreiberstein
Title: Executive Director

SCHEDULE I

Trademark Registrations

| Country | Trademark | Serial No. Filing Date | Reg. No. Reg. Date | Owner |
|--------------------------|-------------------------|---|---------------------------------------|----------------------------|
| United States of America | DVM DIRECT | Ser. No. 86566301 | Reg. No. 5076121 | Direct Vet Marketing, Inc. |
| United States of America | VETS FIRST CHOICE | Ser. Nos. 78903465 (AL) 20005813 (NE) | Reg. Nos. AL 112279 NE 10140798 | Direct Vet Marketing, Inc. |
| United States of America | MYVETSMEDS (and Design) | Ser. Nos. 78821959 (AL) 20005812 (NE) | Reg. Nos. AL 112218 NE 10140799 | Direct Vet Marketing, Inc. |
| United States of America | VETS FIRST | Ser. No. 87887758 | N/A | Direct Vet Marketing, Inc. |
| United States of America | VETS FIRST CHOICE | Ser. No. 87887762 | N/A | Direct Vet Marketing, Inc. |
| United States of America | VETS FIRST CHOICE | Ser. No. 86898613 | Reg. No. 5089689 | Direct Vet Marketing, Inc. |