

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVG Intermediate Holdings, LLC		02/08/2019	Limited Liability Company: FLORIDA
American Veterinary Group Holdings, LLC		02/08/2019	Limited Liability Company: DELAWARE
AVG Plantation LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG English Plaza LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG Northport PSL LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG South Broward LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG Derks LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG St. Johns LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG Lakeside LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG Parkway LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG All Pets LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG Magnolia LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG Haile Plantation LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG Heart of Florida LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG Lineberger LLC		02/08/2019	Limited Liability Company: NORTH CAROLINA
AVG Atlas LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG of North Carolina LLC		02/08/2019	Limited Liability Company: NORTH CAROLINA
AVG of Brandon LLC		02/08/2019	Limited Liability Company: FLORIDA
AVG of Southgate LLC		02/08/2019	Limited Liability Company: FLORIDA
TRADEMARK			

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RECEIVING PARTY DATA

Name:	Willow Tree Agency, LLC, as Collateral Agent
Street Address:	640 Fifth Avenue, 21st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5036480	YOUR PET CAN'T WAIT TO FEEL BETTER.
Registration Number:	5036623	UV

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	02/12/2019

Total Attachments: 5

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of February 8, 2019 is made by AVG INTERMEDIATE HOLDINGS LLC, a Florida limited liability company (the “**Borrower**”), AMERICAN VETERINARY GROUP HOLDINGS, LLC, a Delaware limited liability company (“**Parent**”) and certain other Subsidiaries of the Borrower signatory hereto (the “**Subsidiary Grantors**” and, together with Borrower and Parent, each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of WILLOW TREE AGENCY, LLC, a Delaware limited liability company (“**Willow Tree**”), , as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, its Subsidiaries signatory thereto as guarantors or hereafter designated as Guarantors pursuant to Section 6.11 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), Willow Tree, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”) and the Collateral Agent, , the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of their Intellectual Property, including, without limitation, the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, the Grantors have 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 Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto, as the same may be supplemented from time to time (collectively, the "**Trademark Collateral**"), to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interests granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 10.17(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

AMERICAN VETERINARY GROUP HOLDINGS, LLC

By: 
Name: Craig Niebur
Title: Chief Executive Officer

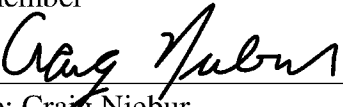
AVG INTERMEDIATE HOLDINGS LLC

By: 
Name: Craig Niebur
Title: Chief Executive Officer

SUBSIDIARY GRANTORS:

**AVG PLANTATION LLC,
AVG ENGLISH PLAZA LLC,
AVG NORTHPORT PSL LLC,
AVG SOUTH BROWARD LLC,
AVG DERKS LLC,
AVG ST. JOHNS LLC,
AVG LAKESIDE LLC,
AVG PARKWAY LLC,
AVG ALL PETS LLC,
AVG MAGNOLIA LLC,
AVG HAILE PLANTATION LLC,
AVG HEART OF FLORIDA LLC,
AVG ATLAS LLC,
AVG SOUTHGATE LLC,
AVG BRANDON,
AVG OF NORTH CAROLINA LLC, and
AVG LINEBERGER LLC**

By: AVG Intermediate Holdings LLC,
its sole member

By: 
Name: Craig Niebur
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006559 FRAME: 0103**

ADMINISTRATIVE AGENT AND
COLLATERAL AGENT:

WILLOW TREE AGENCY, LLC,
a Delaware limited liability company

By: 

Name: Timothy Lower


Title: Chief Executive Officer

[Signature Page to Credit Agreement]

TRADEMARK
REEL: 006559 FRAME: 0104

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Country/State	Mark	Application/ Registration No.	Application/ Registration Date
AVG OF NORTH CAROLINA LLC	USA	<i>Your pet can't wait to feel better.™</i>	86896497/5036480	September 6, 2016
AVG OF NORTH CAROLINA LLC	USA		86945174/503662 3	September 6, 2016