

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516916

| | | | |
|---|--|-----------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Veterinary Specialists of North America LLC | | 04/01/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Golub Capital LLC, as Collateral Agent | | |
| Street Address: | 100 South Wacker Drive | | |
| Internal Address: | 18th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88019525 | COMPASSION-FIRST PET HOSPITALS | |
| Serial Number: | 88019514 | COMPASSION-FIRST PET HOSPITALS | |
| Serial Number: | 86601575 | COMPASSION-FIRST PET HOSPITALS | |
| Serial Number: | 87686122 | LINWOOD PET HOSPITAL | |
| Serial Number: | 87686142 | LINWOOD PET HOSPITAL | |
| Serial Number: | 85938968 | DALLAS VETERINARY SURGICAL CENTER | |
| Serial Number: | 85916735 | DVSC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 212-906-1216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 053644-0198 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |

CH \$190.00 88019525

| | |
|---|---------------------|
| SIGNATURE: | /s/ Angela M. Amaru |
| DATE SIGNED: | 04/02/2019 |
| Total Attachments: 6 source=VSNA - IPSA Executed#page1.tif source=VSNA - IPSA Executed#page2.tif source=VSNA - IPSA Executed#page3.tif source=VSNA - IPSA Executed#page4.tif source=VSNA - IPSA Executed#page5.tif source=VSNA - IPSA Executed#page6.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "IP Security Agreement"), dated as of April 1, 2019, is among the Persons listed on the signature pages hereto (each, a "Grantor" and collectively, the "Grantors") and Golub Capital LLC ("Golub"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 1, 2019, by and among VSNA Intermediate Holdings LLC, a Delaware limited liability company, Veterinary Specialists of North America LLC, a Delaware limited liability company, Veterinary Specialists of North America Holdings LLC, a Delaware limited liability company (as successor by merger to Frisbee Merger Sub, LLC, a Delaware limited liability company), the lenders party thereto from time to time and Golub Capital LLC, as Administrative Agent and Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the Issuing Banks from time to time, the entry into Swap Agreements by certain Secured Parties from time to time and the entry into arrangements the obligations under which constitute Deposit Obligations by certain Secured Parties from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of the Closing Date, by and among Holdings, the Parent Borrower, certain Subsidiaries of the Parent Borrower from time to time party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO, the Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. To secure the prompt and complete payment and performance of all Obligations, each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under all Intellectual Property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor, and regardless of where located, including the following (the "Collateral"):

- (i) any and all Patents;
- (ii) any and all Trademarks;
- (iii) any and all Copyrights;

(iv) any and all registrations and applications for registration for any of the foregoing in the USPTO or the Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of U.S. Patents, Trademarks, and Copyrights set forth in Schedule I (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(v) any and all exclusive licenses to one or more Copyrights registered with the Copyright Office;

provided, that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Release of Security Interest. At such time as all of the Obligations shall have been satisfied and paid in full, the Administrative Agent shall execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Collateral Agent's security interest in the Collateral.

SECTION 5. Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by email or other electronic (including in ".pdf" or ".tif" format) means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. Governing Law; Jurisdiction; Etc.

(a) Governing Law. **THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

(b) Jurisdiction. Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or state court located in the borough of Manhattan in the City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document (excluding the enforcement of the Security Documents to the extent such security documents expressly provide otherwise), or for recognition or enforcement of any judgment, and each of such parties hereto

hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of such parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Venue. Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this IP Security Agreement or any other Loan Document in any court referred to in Section 7(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each Grantor and each other party to this IP Security Agreement hereto irrevocably consents to service of process in the manner provided for notices in Section 10.01 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by law.

(e) **WAIVER OF JURY TRIAL. EACH GRANTOR AND EACH OTHER PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(e).**

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

VETERINARY SPECIALISTS OF NORTH AMERICA LLC
GREAT VET LLC

By: 

Name: John Payne

Title: Chief Executive Officer and President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGED AND ACCEPTED BY:

As Collateral Agent

GOLUB CAPITAL LLC

By: 

Name: Marc C. Robinson

Title: Managing Director

SCHEDULE IIntellectual PropertyA. *Patents*

None.

B. *Trademarks*

| TRADEMARK | OWNER | COUNTRY | APP. NO. | REG. NO. |
|--|--|---------|-----------|----------|
| COMPASSION-FIRST PET HOSPITALS (b/w logo) | Veterinary Specialists of North America LLC | US | 88/019525 | N/A |
| COMPASSION-FIRST PET HOSPITALS (color logo) | Veterinary Specialists of North America LLC | US | 88/019514 | N/A |
| COMPASSION-FIRST PET HOSPITALS | Veterinary Specialists of North America LLC | US | 86/601575 | 4979491 |
| LINWOOD PET HOSPITAL | Veterinary Specialists of North America LLC | US | 87/686122 | 5557069 |
| LINWOOD PET HOSPITAL (& design) | Veterinary Specialists of North America LLC | US | 87/686142 | 5567185 |
| AVETS (b/w logo) | Great Vet LLC | US | 86/794956 | 4977402 |
| DALLAS VETERINARY SURGICAL CENTER | Dallas Veterinary Surgical Center, P.C. (recently acquired by Veterinary Specialists of North America LLC) | US | 85/938968 | 4455006 |
| DVSC | Dallas Veterinary Surgical Center, P.C. (recently acquired by Veterinary Specialists of North America LLC) | US | 85/916735 | 4450973 |

C. *Copyrights*

None.

D. *Exclusive Copyright Licenses*

None.