

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of a Security Interest - Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VPET Buyer, LLC		09/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5565292	V	
Registration Number:	5473254	VPET	
Registration Number:	5346153	VPET PLASTICS, INC.	
Registration Number:	5346155	VPET USA, INC.	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1785638-0016-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	09/19/2019		
Total Attachments: 4			
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 19, 2019, by VPET Buyer, LLC, a Delaware limited liability company (to be known as VPET USA, LLC, a Delaware limited liability company, upon the consummation of the Closing Date Acquisition) ("Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the Trademarks listed on the attached Schedule A;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of September 19, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations except to the extent constituting Excluded Assets.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

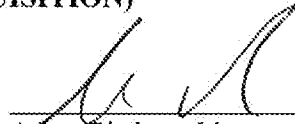
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement shall be governed by, and constructed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

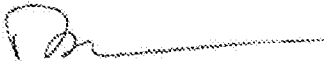
**VPET BUYER, LLC (TO BE KNOWN AS
VPET USA, LLC UPON THE
CONSUMMATION OF THE CLOSING DATE
ACQUISITION)**

By: 
Name: Adam Piatkowski
Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BMO HARRIS BANK N.A.,
as Administrative Agent and Grantee

By: 
Name: Daniel Johnson
Title: Director

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Country of Registration	Trademark	Application or Registration No.	Registration Date
U.S.	VPET Logo	5,565,292	9/18/2018
U.S.	VPET (word mark)	5,473,254	5/22/2018
U.S.	VPET Plastics, Inc. (word mark)	5,346,153	11/28/2017
U.S.	VPET USA, Inc. (word mark)	5,346,155	11/28/2017