

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UVC Vitality Veterinary Holdings, LLC		10/07/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILLOW TREE AGENCY, LLC		
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: 1			
Property Type	Number	Word Mark	
Registration Number:	5458292	VITALITY VETERINARY	
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:	4154421674		
Email:	thomas.loran@morganlewis.com		
Correspondent Name:	Thomas V. Loran		
Address Line 1:	One Market, Spear Street Tower		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	118608-1101		
NAME OF SUBMITTER:	Thomas V. Loran		
SIGNATURE:	/tvl/		
DATE SIGNED:	10/08/2019		
Total Attachments: 6			
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "*Agreement*"), effective as of October 7, 2019 is made by UVC Vitality Veterinary Holdings, LLC a Delaware limited liability company (the "*Grantor*"), 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*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among United Veterinary Care Blocker, Inc., 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 Grantor has 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 Grantor 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 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 Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees 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. The 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, (i) all of the 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*"), (ii) all proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral are associated with, and (iv) all causes of action arising

prior to the or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same, 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 Grantor 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. The Grantor hereby further acknowledges and affirms 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 Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

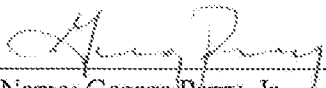
SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be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

[Signature Page Follows.]

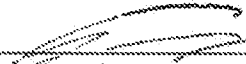
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the day and year first above written.

GRANTOR:

UVC Vitality Veterinary Holdings, LLC,
a Delaware limited liability company

By: .....
Name: George Parry, Jr.
Title: Vice President and Secretary

WILLOW TREE AGENCY, LLC, a Delaware
limited liability company

By: 
Name: Timothy Lower
Title: Chief Executive Officer

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
UVC Vitality Veterinary Holdings, LLC	United States	Vitality Veterinary	5458292	May 1, 2018

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