

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552862

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SMARTPAK EQUINE, LLC		11/21/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	10 SOUTH DEARBORN STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Serial Number:	87864789	SUNSHIELD
Serial Number:	87827864	SMARTFEED
Registration Number:	5161561	OUTSMART
Registration Number:	4937641	EXERTAMINE
Registration Number:	4566390	
Registration Number:	4442831	GASTRAVERT
Registration Number:	3725090	FLO-OX
Registration Number:	3725089	DULSATIN
Registration Number:	3725091	ADITROL
Registration Number:	4442894	IT PAYS TO BE \$MART
Registration Number:	3590699	SMARTPAK CANINE
Registration Number:	3590698	SMARTPAK EQUINE
Registration Number:	4819206	SMARTESSENTIALS
Registration Number:	4819154	SMARTGAIN
Registration Number:	4732969	SMARTGI
Registration Number:	4933872	SMARTLAMINA
Registration Number:	4732612	SMARTMETABO-LEAN
Registration Number:	4744603	SMARTPITUITARY SENIOR
Registration Number:	4928834	SMARTTRANQUILITY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4890052	EQUINOX 365
Registration Number:	5172894	LEG UP
Registration Number:	3398277	SMARTFLEX
Registration Number:	5670632	SMARTOMEGA 3 & E
Registration Number:	5666594	CINQ-B
Registration Number:	5669014	SMARTPAK
Registration Number:	5371436	PIPER BY SMARTPAK
Registration Number:	5589690	SMARTOSTEO
Registration Number:	5552533	SMART & SIMPLE
Registration Number:	5454316	WELLFLEET
Registration Number:	5508634	SMARTMANE & TAIL
Registration Number:	5497964	SMARTCOMFORT
Registration Number:	5459784	HARWICH
Registration Number:	5424272	ROCKIN' SP
Registration Number:	5304671	PLYMOUTH
Registration Number:	5238246	NEVW
Registration Number:	5018942	SMARTSALT
Registration Number:	4984873	SMARTANTIOXIDANT
Registration Number:	4984872	SMARTR&R
Registration Number:	4171475	SMARTMARE
Registration Number:	4090731	SMARTDARK & HANDSOME
Registration Number:	4020453	SMARTSHIP & SHOW
Registration Number:	4016962	SMARTHA
Registration Number:	3647030	SMARTBLUE
Registration Number:	3722286	SMARTMUSCLE
Registration Number:	3722283	SMARTBUG-OFF
Registration Number:	3722282	SMARTBREATHE
Registration Number:	3650314	SMARTPINK
Registration Number:	3663668	SMARTENERGY
Registration Number:	3660925	SMARTTENDON
Registration Number:	3660924	SMARTLYTES
Registration Number:	3660922	SMARTDIGEST
Registration Number:	3660921	SMARTSHINE
Registration Number:	3660866	SMARTGUT
Registration Number:	3660865	SMARTHOOF
Registration Number:	3647542	SMARTCALM
Registration Number:	3725088	PROFLORATIN
Registration Number:	3680678	SMARTSLIM

**CORRESPONDENCE DATA****Fax Number:** 6502515002

*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:** (650)251-5027**Email:** ksolomon@stblaw.com**Correspondent Name:** MARCELA ROBLEDO, ESQ.**Address Line 1:** SIMPSON THACHER & BARTLETT LLP**Address Line 2:** 2475 HANOVER STREET**Address Line 4:** PALO ALTO, CALIFORNIA 94304-1114

<b>ATTORNEY DOCKET NUMBER:</b>	509265/2189
<b>NAME OF SUBMITTER:</b>	MARCELA ROBLEDO
<b>SIGNATURE:</b>	/MR/
<b>DATE SIGNED:</b>	12/11/2019

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of November 21, 2019, made by SMARTPAK EQUINE, LLC, a Delaware limited liability company having a principal place of business at 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 has 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, in connection with the Credit Agreement, the Grantor has executed and delivered an Assumption Agreement, dated as of August 13, 2019, pursuant to which the Grantor became a party to 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.

SMARTPAK EQUINE, LLC,  
as the Grantor

By:   
Name: Erin Berman  
Title: Secretary

[Signature Page to Grant of Security Interest in Trademarks]

SCHEDULE I

Trademark Registrations

<b>Trademark</b>	<b>Reg. No.</b>
SUNSHIELD	87/864789
SMARTFEED	87/827864
OUTSMART	5161561
EXERTAMINE	4937641
Design only	4566390
GASTRAVERT	4442831
FLO-OX	3725090
DULSATIN	3725089
ADITROL	3725091
IT PAYS TO BE \$MART	4442894
SMARTPAK CANINE	3590699
SMARTPAK EQUINE	3590698
SMARTESSENTIALS	4819206
SMARTGAIN	4819154
SMARTGI	4732969
SMARTLAMINA	4933872
SMARTMETABOLEAN	4732612
SMARTPITUITARY SENIOR	4744603
SMARTTRANQUILITY	4928834
EQUINOX 365	4890052
LEG UP	5172894
SMARTFLEX	3398277
SMARTOMEGA 3 & E	5670632
CINQ-B	5666594
SMARTPAK	5669014
PIPER BY SMARTPAK	5371436
SMARTOSTEO	5589690
SMART & SIMPLE	5552533
WELLFLEET	5454316
SMARTMANE & TAIL	5508634
SMARTCOMFORT	5497964
HARWICH	5459784
ROCKIN' SP	5424272
PLYMOUTH	5304671

<b>Trademark</b>	<b>Reg. No.</b>
NEVW	5238246
SMARTSALT	5018942
SMARTANTIOXIDANT	4984873
SMARTR&R	4984872
SMARTMARE	4171475
SMARTDARK & HANDSOME	4090731
SMARTSHIP & SHOW	4020453
SMARTHA	4016962
SMART BLUE	3647030
SMARTMUSCLE	3722286
SMARTBUG-OFF	3722283
SMARTBREATHE	3722282
SMARTPINK	3650314
SMARTENERGY	3663668
SMARTTENDON	3660925
SMARTLYTES	3660924
SMARTDIGEST	3660922
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SMARTCALM	3647542
PROFLORATIN	3725088
SMARTSLIM	3680678