

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
York-VCA, LLC		03/18/2020	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bank Hapoalim B.M.		
Street Address:	1120 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1708701	VCA	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	1500 Broadway, Suite 2900		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	03/24/2020		
Total Attachments: 6			
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PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT

This Patents, Trademarks and Copyrights Security Agreement is made as of March __, 2020 (this "Agreement") by YORK-VCA, LLC, a New Jersey limited liability company with its chief executive office located at 81 Corbett Way, Eatontown, New Jersey 07724 (the "Company"), in favor of BANK HAPOALIM B.M., having an office at 1120 Avenue of the Americas; New York, New York 10036 (the "Lender").

BACKGROUND

A. This Agreement is being executed and delivered to Lender as additional security for the Obligations of the Company under the Revolving Loan and Security Agreement, dated as September 23, 2019 (as amended, restated, amended and restatement, supplemented, replaced or otherwise modified from time to time, the "Loan Agreement"), among the Company, YTC Holdings, Inc. ("Holdings"), Up To Snuff, LLC ("Up To Snuff"), York Telecom Corporation ("York"; together with the Company, Holdings and Up to Snuff, the "Borrowers"), and Lender. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. The Company has filed applications for and/or obtained registrations of the patents, if any, which are necessary and material for the conduct of their business (collectively, the "Patents"); trademarks and service marks, if any, which are necessary and material for the conduct of their business (collectively, "Trademarks"); and copyrights, if any, which have been federally registered and are necessary and material for the conduct of their business (collectively, the "Copyrights"); listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks, and Copyrights hereinafter referred to as the "Assets").

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, the Company grants to Lender a lien and security interest in all of its present and future right, title and interest in and to the Assets and the goodwill associated therewith, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. The Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of the Company's knowledge, without investigation, each of the Assets is valid and enforceable;

(c) To the best of the Company's knowledge, without investigation, the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Company not to sue third persons except for Permitted Liens;

(d) The Company has the unqualified corporate or organizational right, power and authority to enter into this Agreement and perform its terms;

(e) The Assets listed on Schedule A constitute all of the federally registered Assets, and all applications for any of the foregoing, now owned by the Company which are necessary and material for the conduct of their business. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, the Company shall obtain rights as a registrant for any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. The Company shall give Lender prompt written notice thereof along with an amended Schedule A.

3. So long as an Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default ("Default") has not occurred under the Loan Agreement, the Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

4. If and while an Event of Default exists and is continuing under the Loan Agreement, the Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. The Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as the Company's true and lawful attorney-in-fact, exercisable only during the continuance of an Event of Default, with the power to endorse the Company's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 1. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of this Agreement and the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties

hereto.

6. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Agreement and the other Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

7. Upon performance of all of the obligations under the Loan Agreement and the other Loan Documents and full and unconditional satisfaction of all Obligations, Lender shall execute and deliver to the Company all documents reasonably necessary to terminate Lender's security interest in the Assets.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by the Company on demand by Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

9. The Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if the Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. The Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

10. During the existence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of the Company hereunder, in either the Company's name or in Lender's name, but at the Company's expense, and the Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

11. No course of dealing between any or all Borrowers and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between any or all Borrowers and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

12. The provisions of this Agreement are severable and the invalidity or

unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

13. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. This Agreement shall be governed by and construed in conformity with the laws of the State of New York without regard to its otherwise applicable principles of conflicts of laws.

15. THE COMPANY AND LENDER WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS.


[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

YORK-VCA, LLC

By: *Judith M Pulig*
Name: Judith M. Pulig
Title: Chief Financial Officer

SCHEDULE A

Trademark / Servicemark	Registration/ Application / Serial Number	Registration/Application Date	Owner
	1,708,701	August 18, 1992	York-VCA, LLC

COPYRIGHTS:

1. Copyright Registration V3580D848 dated 2009 titled AutoCAD 2009 and user assistance cue cards & 83 other titles.
2. Copyright Registration PA0000374739 dated 1980 titled Baseball fun and games, / produced and directed by Alex Mackenzie.
3. Copyright Registration V2352P469 dated 1988 titled Baseball fun and games, 1980 & 1 other title.
4. Copyright Registration PA0000374740 dated 1979 titled The Greatest Comeback Ever / producer, Jody Shapiro; director, Alec Mackenzie.
5. Copyright Registration TX0002431100 dated 1988 titled The "TLC" Way of Training Your Dog: Date book.
6. Copyright Registration PA0000401285 dated 1988 titled The TLC Way of Training Your Dog / produced by Video Corporation of America and Cabin Fever Ent.; producer, Bill Frederick.
7. Copyright Registration TX0002427776 dated 1988 titled The "TLC" Way of Training Your Dog: special tips / by Martha LaBagh.
8. Copyright Registration TX0004559441 dated 1997 titled Video Corporation of America 1997 presentation product catalog.

PATENTS:

1. Patent Number 4,300,040 issued November 10, 1981
2. Patent Number 4,414,467 (continuation in part of Ser. No. 093,085 filed November 13, 1979, now Paten No. 4,300,400 issued November 10, 1981.