

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Community Veterinary Clinics, LLC		07/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5278641	COMMUNITY VETERINARY CLINIC	
Registration Number:	5541496	KEEPING PETS HEALTHY, HAPPY AND SAFE	
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:	2129061216		
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:	040896-0082		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	07/10/2020		
Total Attachments: 6			
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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of July 10, 2020, is entered into by PETIQ, LLC ("PETIQ"), an Idaho limited liability company, TRURX LLC, an Idaho limited liability company, and COMMUNITY VETERINARY CLINICS, LLC, a Delaware limited liability company (each, a "Grantor", and collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares"), as Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, reference is made to that certain Second Amendment to Term Loan Credit Agreement, dated May 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among PETIQ, as the Borrower, Ares and the other Lenders party thereto, and Ares, as Administrative Agent, pursuant to which the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions specified in the Credit Agreement;

WHEREAS, reference is also made to that certain Guaranty, dated as of January 17, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty"), executed by, among others, the Grantors in favor of the Administrative Agent and the Secured Parties, pursuant to which each such Grantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guaranty); and

WHEREAS, reference is also made to that certain Security Agreement, dated as of January 17, 2018 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "Security Agreement"), by, among others, the Grantors in favor of the Administrative Agent and the Secured Parties, to secure the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain Intellectual Property Security Agreement, dated January 17, 2018, pursuant to which the Grantors granted to the Administrative Agent a security interest in, to and under, among other things, their Trademarks, which Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on January 31, 2018 at reel/frame 6261/0502 for the PetIQ trademarks, at reel/frame 6261/0557 for the TruRX LLC trademarks, at reel/frame 6261/0520 for the True Science Holdings, LLC trademarks and at reel/frame 6261/0568 for the Community Veterinary Clinics, LLC trademarks; and

WHEREAS, the Grantors own additional Trademarks, and pursuant to the terms of the Security Agreement, the Grantors have agreed to execute this Agreement for purposes of recording the grant of a security interest in such additional Trademarks with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantors and the Administrative Agent, on behalf of the Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions. All capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

SECTION 2. Grant of Security Interest in Trademarks. The Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby mortgage, pledge and hypothecate to the Administrative Agent for the benefit of the Secured Parties, and grant to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its present and future right, title and interest in, to and under the following Collateral of the Grantors, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions (the “Trademark Collateral”):

- (a) The Trademarks listed on Exhibit A.
- (b) All renewals and extensions of the foregoing.
- (c) All income, royalties, damages and payments now and hereafter due and/or payable and/or asserted under and with respect to any of the foregoing.
- (d) The right to sue for past, present and future infringements, misappropriation, violation and dilutions of any of the foregoing.
- (e) All of the Grantors’ rights corresponding to any of the foregoing throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Further Assurances. The Grantors agree, at their own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Administrative Agent may from time to time reasonably request to assure, preserve, protect and perfect the security interest in the Trademark Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 5. Termination; Release of Trademark Collateral. This Agreement is subject to the release provisions in Section 8.12 of the Security Agreement.


SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by

different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING HEREUNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §5-1401)).

[SIGNATURE PAGES FOLLOW]

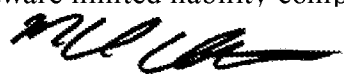
PETIQ, LLC,
an Idaho limited liability company

By: 
Name: McCord Christensen
Title: Chief Executive Officer


TRURX LLC,
an Idaho limited liability company

By: 
Name: McCord Christensen
Title: Chief Executive Officer

**COMMUNITY VETERINARY CLINICS,
LLC,**
a Delaware limited liability company

By: 
Name: McCord Christensen
Title: Chief Executive Officer


ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Ian Fitzgerald
Title: Authorized Signatory

IP SECURITY AGREEMENT

EXHIBIT A

TRADEMARKS

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
VETIQ PETCARE	87717823 12/12/2017	5846231 8/27/2019	Registered	PETIQ, LLC
SAFETY TUBE	86199604 2/20/2014	5438478 4/3/2018	Registered	TRURX LLC
VET IQ	88876997 4/17/2020	---	Pending	TRURX LLC
VET IQ  Smarter Pet Health	88876999 4/17/2020	---	Pending	TRURX LLC
WILD COUNTRY TREATS	86929818 3/4/2016	5428951 3/20/2018	Registered	TRURX LLC
COMMUNITY VETERINARY CLINIC	87390644 3/29/2017	5278641 8/29/2017	Registered	Community Veterinary Clinic Incorporated
KEEPING PETS HEALTHY, HAPPY AND SAFE	87026262 5/5/2016	5541496 8/14/2018	Registered	Community Veterinary Clinics LLC