

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovetive Petcare, Inc.		12/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4878205	INNOVETIVE PET CARE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0554		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/02/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 2, 2020 (this “Agreement”) by Innovetive Petcare, Inc., a Delaware corporation (the “**Grantor**”), in favor of Antares Capital LP (“Antares”), as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of December 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantor(s), the other grantors party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower under the First Lien Credit Agreement, dated as of December 2 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among Innovetive Petcare Holdings, LLC, a Delaware limited liability company (“Holdings”), Innovetive Petcare, Inc., a Delaware corporation (the “Lead Borrower”), Innovetive Hospitals, Inc., a Delaware corporation (the “Co-Borrower” and together with Lead Borrower, individually and collectively, the “Borrower”), the other subsidiaries of Holdings from time to time party thereto as guarantors, the lenders from time to time party thereto, the Administrative Agent and Antares Holdings LP, as Swingline Lender and Issuing Bank. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all U.S. Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all U.S. Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all U.S. Copyrights, including the Copyright registrations in the United States Patent and Trademark Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Electronic Signatures. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Agreement and the transactions contemplated hereby, shall be deemed to include electronic signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INNOVETIVE PETCARE, INC.

By: Andrea Sharma
Name: Andrea Sharma
Title: Chief Financial Officer

[Signature Page to First Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 007120 FRAME: 0857

SCHEDULE I

U.S. TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Innovetive Petcare, Inc.	4878205	Innovetive Pet Care

U.S. TRADEMARK APPLICATIONS

None.

SCHEDULE II

U.S. PATENTS: None.

U.S. PATENT APPLICATIONS: None.

SCHEDULE III

U.S. COPYRIGHTS: None.

Schedule III

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RECORDED: 12/02/2020

**TRADEMARK
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