

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CityVet, Inc.		03/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation		
Street Address:	5400 Lyndon B. Johnson Freeway, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77822279	CITYVET	
Serial Number:	87221198	RUFFIT	
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>			
Email:	mwinston@sheppardmullin.com		
Correspondent Name:	Marshaya Winston		
Address Line 1:	2200 Ross Avenue, 24th Floor		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	70MC-330117		
NAME OF SUBMITTER:	Marshaya Winston		
SIGNATURE:	/s/Marshaya Winston		
DATE SIGNED:	03/05/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “Trademark Security Agreement”) dated as of March 5, 2021, is made by **CITYVET, INC.**, a Delaware corporation (the successor-by-merger to IHS-CV Development, LLC, a Texas limited liability company, the “Grantor”), in favor of **CAPITAL SOUTHWEST CORPORATION** (in its individual capacity, “CSWC”), as Agent for itself and the other Secured Parties (as defined below).

RECITALS

WHEREAS, Grantor has entered into that certain Loan and Security Agreement with certain Guarantors, the Agent, certain financial institutions from time to time party thereto (collectively, the “Lenders”) (the Agent and Lenders, collectively, the “Secured Parties”), dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Loan Agreement”);

WHEREAS, under the terms of the Loan Agreement and the other Loan Documents, the Grantor has granted to the Agent, on behalf of the Secured Parties, a security interest in, among other property, all Trademarks (as defined in the Loan Agreement) of such Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement, or if not therein, in the Uniform Commercial Code as in effect in the State of Texas.

SECTION 2. Grant of Security. The Grantor hereby grants to the Agent, on behalf of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Trademarks set forth on Schedule A hereto;
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iv) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable Governmental Authority record this Trademark Security Agreement.

SECTION 5. **Execution in Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts (including via facsimile or electronic (i.e., "pdf" or "tic")), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the other Loan Documents. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

SECTION 7. **Governing Law.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF).

[Remainder Of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

CITYVET, INC.

By: 

Name: David Boguslawski

Title: President

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 007213 FRAME: 0200

AGENT:

CAPITAL SOUTHWEST CORPORATION

By: 
Name: Joshua Weinstein
Title: Managing Director

(Signature Page to Trademark Security Agreement)

TRADEMARK

REEL: 007213 FRAME: 0201

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

Mark/Name/AN/RN	Status / Status Date	Serial No./Filing Date	Registration No./ Registration Date
CITYVET	Active	Serial No.: 77822279 Filing Date: 9/8/2009	Registration No.: 3908867 Registration Date: 1/18/2011
RUFFIT	Active	Serial No.: 87221198 Filing Date: 10/31/2016	Registration No.: 5530947 Registration Date: 7/31/2018