

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wedgewood Village Pharmacy, LLC		04/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC, as Collateral Agent		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	87217212	VETPRESCRIBER.COM	
Serial Number:	87780442	GREAT CARE, DELIVERED	
Serial Number:	86083230	WEDGEWOOD PHARMACY	
Serial Number:	86083210		
Serial Number:	86255443	QUAD TABS	
Serial Number:	86177797	TINY TABS	
Serial Number:	86820760	PUTTING ANIMALS FIRST	
Serial Number:	86146730	DIAMONDBACK DRUGS	
Serial Number:	86146276	DIAMONDBACK DRUGS	
Serial Number:	86146223	DIAMOND MELTS	
Serial Number:	86146187	DIAMOND REFILL	
Serial Number:	86145588	DIAMOND CHEWS	
Serial Number:	86145568	DIAMOND TABS	
Serial Number:	85418864	MEDI-MELTS	
Serial Number:	85418826	DELIVEREASE	
Serial Number:	76700050	GOURMEDS	
Serial Number:	76690024	GOURMEDS	
Serial Number:	76690028	TWIST-A-DOSE	
Serial Number:	76690023	TW ST-A-DOSE	
TRADEMARK			

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CORRESPONDENCE DATA**Fax Number:** 2127514864*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:** 2129061209**Email:** JESSICA.BAJADA-SILVA@LW.COM**Correspondent Name:** LATHAM & WATKINS LLP, C/O JESSICA BAJADA**Address Line 1:** 885 Third Avenue**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 051226-0026**NAME OF SUBMITTER:** Jessica Bajada-Silva**SIGNATURE:** /s/ Jessica Bajada-Silva**DATE SIGNED:** 04/02/2021**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of April 1, 2021, is made by Wedgewood Village Pharmacy, LLC, a Delaware limited liability company and Wildlife Laboratories, LLC, a Delaware limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of MACQUARIE CAPITAL FUNDING LLC, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.


SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

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

WEDGEWOOD VILLAGE PHARMACY, LLC

By: 
Name: Marcy Bliss
Title: Chief Executive Officer, Treasurer & Secretary

WILDLIFE LABORATORIES, LLC

By: 
Name: Marcy Bliss
Title: Chief Executive Officer, Treasurer & Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

WEDGEWOOD VILLAGE PHARMACY, LLC

By: _____
Name:
Title:

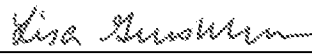
WILDLIFE LABORATORIES, LLC

By: _____
Name:
Title:

Accepted and Agreed:

MACQUARIE CAPITAL FUNDING LLC, as Collateral Agent

By:  _____
Name: Ayesha Farooqi
Title: Authorized Signatory

By:  _____
Name: Lisa Grushkin
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

Mark	Jurisdiction	App. Serial No.	Filed	Registration No.	Registration Date	Status	Record Owner
VETPRESCRIBER.COM	US	87217212	10/27/2016	5224993	6/13/2017	Registered	Wedgewood Village Pharmacy, LLC
GREAT CARE, DELIVERED	US	87780442	2/1/2018	5560344	9/11/2018	Registered	Wedgewood Village Pharmacy, LLC
WEDGEWOOD PHARMACY	US	86083230	10/4/2013	4550830	6/17/2014	Registered	Wedgewood Village Pharmacy, LLC
	US	86083210	10/4/2013	4550828	6/17/2014	Registered	Wedgewood Village Pharmacy, LLC
QUAD TABS	US	86255443	4/17/2014	4652171	12/9/2014	Registered	Wedgewood Village Pharmacy, LLC
TINY TABS	US	86177797	1/28/2014	4801303	8/25/2015	Registered	Wedgewood Village Pharmacy, LLC
PUTTING ANIMALS FIRST	US	86820760	11/16/2015	5006757	7/26/2016	Registered	Wedgewood Village Pharmacy, LLC
 DIAMONDBACK DRUGS	US	86146730	12/18/2013	4665937	1/6/2015	Registered	Wedgewood Village Pharmacy, LLC
DIAMONDBACK DRUGS	US	86146276	12/17/2013	4665935	1/6/2015	Registered	Wedgewood Village Pharmacy, LLC
DIAMOND MELTS	US	86146223	12/17/2013	4665934	1/6/2015	Registered	Wedgewood Village Pharmacy, LLC
DIAMOND REFILL	US	86146187	12/17/2013	4782729	7/28/2015	Registered	Wedgewood Village Pharmacy, LLC
DIAMOND CHEWS	US	86145588	12/17/2013	4890001	1/19/2016	Registered	Wedgewood Village Pharmacy, LLC
DIAMOND TABS	US	86145568	12/17/2013	4665932	1/6/2015	Registered	Wedgewood Village Pharmacy, LLC
MEDI-MELTS	US	85418864	9/9/2011	4248525	11/27/2012	Registered	Wedgewood Village Pharmacy, LLC
DELIVEREASE	US	85418826	9/9/2011	4244471	11/20/2012	Registered	Wedgewood Village Pharmacy, LLC
GOURMEDS (Stylized)	US	76700050	10/26/2009	3816009	7/13/2010	Registered	Wedgewood Village Pharmacy, LLC
GOURMEDS	US	76690024	5/27/2008	3668058	8/18/2009	Registered	Wedgewood Village Pharmacy, LLC
TWIST-A-DOSE	US	76690028	5/27/2008	3668059	8/18/2009	Registered	Wedgewood Village Pharmacy, LLC
	US	76690023	5/27/2008	3668057	8/18/2009	Registered	Wedgewood Village Pharmacy, LLC

Schedule A
to Trademark Security Agreement

BAM	US	86275648	5/8/2014	4659211	12/23/2014	Registered	Wildlife Laboratories, LLC
BUPRELAB-MOUSE	US	87016395	4/27/2016	5503652	6/26/2018	Registered	Wildlife Laboratories, LLC
BUPRELAB-RAT	US	87016376	4/27/2016	5503651	6/26/2018	Registered	Wildlife Laboratories, LLC
Logo	US	75007998	10/19/1995	2073219	6/24/1997	Registered	Wildlife Laboratories, LLC
TREXONIL	US	74707957	7/31/1995	2089712	8/19/1997	Registered	Wildlife Laboratories, LLC
WILDPHARM	US	77325079	11/8/2007	3709314	11/10/2009	Unregistered Registered	Wildlife Laboratories, LLC
ZOOPHARM	US	76607541	8/18/2004	3005550	10/11/2005	Registered	Wildlife Laboratories, LLC

Schedule A
to Trademark Security Agreement

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RECORDED: 04/02/2021

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