

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revival Animal Health, LLC		04/06/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6179667		
Registration Number:	3870813	BREEDERS EDGE	
Registration Number:	3450834	DOC ROY'S	
Registration Number:	3450844	DOC ROY'S	
Registration Number:	4881140	GREAT COMPANIONS	
Registration Number:	3426233	GREAT COMPANIONS	
Registration Number:	4297195	MICRO ESSENTIALS	
Registration Number:	3957028	OXY-MATE	
Registration Number:	3957029	OXY-MOMMA	
Registration Number:	3330849	PET CARE FROM THE HEART	
Registration Number:	3187209	REVIVAL	
Registration Number:	3187208	REVIVAL ANIMAL HEALTH	
Registration Number:	4160175	VET BASICS	
Registration Number:	3187210	YOUR PERSONAL, PROFESSIONAL PET CARE PAR	
Registration Number:	3187207	REVIVAL ANIMAL HEALTH	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 6179667

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-523-2700
Email: susan.dinicola@hklaw.com,rachel.fink@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	04/09/2021

Total Attachments: 5
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source=Revival - Trademark Security Agreement_#page5.tif

TRADEMARK SECURITY AGREEMENT

April 6, 2021

WHEREAS, Revival Animal Health, LLC, a Delaware limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, RAH Intermediate, LLC, a Delaware limited liability company, the financial institutions from time to time party thereto (the "Lenders") and Twin Brook Capital Partners, LLC, as agent for all Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the "Collateral Agreement"), made by Grantor and the other grantors party thereto in favor of Twin Brook Capital Partners, LLC, as agent for all Lenders (in such capacity, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by Grantor, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) any renewal of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;
and

(iv) all Proceeds (as defined in the Collateral Agreement) of any and all of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

From and after an Event of Default (as defined in the Credit Agreement) has occurred and during the continuance thereof, Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful

attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy, facsimile, emailed .pdf file, or similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Pages Follow]

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

REVIVAL ANIMAL HEALTH, LLC,
a Delaware limited liability company

By: 

Name: Jim Rossiter

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007252 FRAME: 0192

ACKNOWLEDGED:

as of the date first written above.

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By:  _____
By: Drew Guyette (P/F 1, 2021 18:25 CDT)

Name: Drew Guyette

Title: Chief Credit Officer

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS

<u>Mark</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
(image of triangle)	04/10/2020	88/867,298	10/20/2020	6,179,667
BREEDERS EDGE	06/27/2007	77/217,099	11/02/2010	3,870,813
BREEDER'S EDGE (& design)	02/13/2019	88/300,108	N/A	N/A
DOC ROY'S	01/07/2005	78/544,005	06/17/2008	3,450,834
DOC ROY'S (& design)	02/11/2005	78/565,432	06/17/2008	3,450,844
GREAT COMPANIONS	06/01/2015	86/647,605	01/05/2106	4,881,140
GREAT COMPANIONS	08/28/2007	77/266,333	05/13/2008	3,426,233
MICRO ESSENTIALS	12/13/2011	85/494,299	03/05/2013	4,297,195
OXY-MATE	06/09/2010	85/058,297	05/10/2011	3,957,028
OXY-MOMMA	06/09/2010	85/058,473	05/10/2011	3,957,029
PET CARE FROM THE HEART	02/11/2005	78/565,425	11/06/2007	3,330,849
REVIVAL	02/16/2006	78/816,135	12/19/2006	3,187,209
REVIVAL ANIMAL HEALTH	02/16/2006	78/816,071	12/19/2006	3,197,208
REVIVAL ANIMAL HEALTH (& design)	02/16/2006	78/816,063	12/19/2006	3,187,207
VET BASICS	06/08/2011	85/340,794	06/19/2012	4,160,175
YOUR PERSONAL, PROFESSIONAL PET CARE PARTNER	02/16/2006	78/816,155	12/19/2006	3,187,210