

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Veterinary Partners, LLC		04/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90239445	MVP MISSION VETERINARY PARTNERS	
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>			
Phone:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	04/27/2021		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of April 27, 2021, is made by Midwest Veterinary Partners, LLC, a Delaware limited liability company (the “Grantor”), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of April 27, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Midwest Veterinary Company, LLC, a Delaware limited liability company (“Holdings”), Midwest Veterinary Partners, LLC, a Delaware limited liability company (the “Borrower”), the several lenders from time to time parties thereto (each, a “Lender” and, collectively, the “Lenders”) and Jefferies Finance LLC, as the Administrative Agent, and the Collateral Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Second Lien Security Agreement, dated as of April 27, 2021 in favor of the Agent (together with all amendments, restatements, amendments and restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective Loans under the Credit Agreement, the Grantors hereby agree with the Agent, for the benefit of the Secured Parties, as follows:

1. Definitions Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property, such grant including, without limitation, those items listed on Schedule A hereto, the goodwill associated with such Trademarks and all rights, priorities and privileges related thereto and all rights to sue at law or in equity for any infringement or other impairment of such Trademarks, including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement

(and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Each Grantor hereby authorizes and requests that the Commissioner for Patents/Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. Each Grantor shall, at its sole expense, take all further actions necessary or desirable by the Agent to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

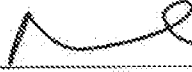
5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens and Security Interests granted to the Collateral Agent pursuant to the Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Second Lien Intercreditor Agreements), including liens and security interests granted to Jefferies Finance, LLC, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

7. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

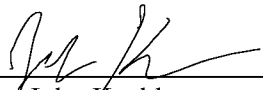
MIDWEST VETERINARY PARTNERS, LLC,
as the Grantor

By: 
Name: Mike Cooper
Title: Chairman

[Signature Page to Second Lien Grant of Security Interest in Trademark Rights]


TRADEMARK
REEL: 007272 FRAME: 0878

JEFFERIES FINANCE LLC,
as the Agent

By: 
Name: John Koehler
Title: Managing Director

SCHEDULE A

Trademark Registrations and Applications

Current Owner of Record	Mark	Serial No. Filing Date	Registration No. Registration Date	Status
Midwest Veterinary Partners, LLC	MVP MISSION VETERINARY PARTNERS 	90239445 07-OCT-2020	-	Pending