

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM650819

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
United Veterinary Care VA, LLC		06/01/2021	Limited Liability Company: DELAWARE
UVC Vitality Veterinary Holdings, LLC		06/01/2021	Limited Liability Company: DELAWARE
United Veterinary Care, LLC		06/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4894741	PREVENTING ECONOMIC EUTHANASIA	
<b>Registration Number:</b>	4874022	HELPING HANDS	
<b>Registration Number:</b>	4874024	H	
<b>Registration Number:</b>	4938371	VETERINARY VACATION	
<b>Registration Number:</b>	5458292	VITALITY VETERINARY	
<b>Serial Number:</b>	90435276	UNITED VETERINARY CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4045723401		
<b>Email:</b>	ssheesley@kslaw.com		
<b>Correspondent Name:</b>	Steven Sheesley		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 2:</b>	King & Spalding LLP		

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<b>Address Line 4:</b> Atlanta, GEORGIA 30309	
<b>ATTORNEY DOCKET NUMBER:</b>	18876.515150
<b>NAME OF SUBMITTER:</b>	Steven Sheesley
<b>SIGNATURE:</b>	//Steven Sheesley//
<b>DATE SIGNED:</b>	06/01/2021
<b>Total Attachments: 6</b> source=07. Project Snoopy - Trademark Security Agreement [Executed]#page1.tif source=07. Project Snoopy - Trademark Security Agreement [Executed]#page2.tif source=07. Project Snoopy - Trademark Security Agreement [Executed]#page3.tif source=07. Project Snoopy - Trademark Security Agreement [Executed]#page4.tif source=07. Project Snoopy - Trademark Security Agreement [Executed]#page5.tif source=07. Project Snoopy - Trademark Security Agreement [Executed]#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated June 1, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Wilmington Trust, National Association (“Wilmington”), as Collateral Agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Snoopy Bidco, Inc., a Delaware corporation, as the Parent Borrower, has entered into that certain Credit Agreement, dated as of June 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), together with Snoopy MidCo, Inc., a Delaware corporation, as Holdings, each Additional Borrower from time to time party thereto, each Foreign Borrower from time to time party thereto, each Lender from time to time party thereto, each L/C Issuer from time to time party thereto and Wilmington, as Administrative Agent and Collateral Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the L/C Issuers from time to time, the entry by the Hedge Banks into Secured Hedge Agreements from time to time and the entry by the Cash Management Banks into Secured Cash Management Agreements from time to time, each Grantor has executed and delivered that certain Security Agreement, dated June 1, 2021, among the Grantors and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder 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, each Grantor agrees as follows:

**SECTION 1. Grant of Security.** As security for the payment or performance, as the case may be, in full of all of the Obligations when due, the undersigned Grantor hereby unconditionally grants and pledges to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, the undersigned Grantor’s right, title and interest in and to the Collateral, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the undersigned Grantor, wherever located, and whether now or hereafter existing or arising (the “Collateral”):

(i) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including those registered trademarks and applications for registration of trademarks in the U.S. Patent and Trademark Office set forth in Schedule A hereto (provided that no security interest shall be granted in any United States “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, to the extent that,

and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application (or any registration that may issue therefrom) under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the “Trademarks”);

(ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, as applicable, 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 each 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 or breach 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 proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iii), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

**SECTION 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving a Loan Party.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement in 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.

**SECTION 5. Grants, Rights and Remedies.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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 of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 6. Governing Law; Jurisdiction; Etc.**


(i) Sections 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

(ii) THIS SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

\* \* \* \* \*

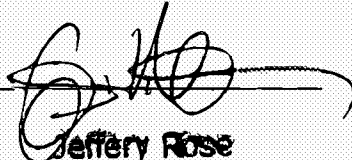
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**UNITED VETERINARY CARE VA, LLC**  
**UVC VITALITY VETERINARY HOLDINGS, LLC**  
**UNITED VETERINARY CARE, LLC, each as**  
Grantor

By:   
Name: Joel Davidkin  
Title: ~~Co-President~~

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent**

By: \_\_\_\_\_  
Name:  
Title:

  
**Jeffery Rose**  
Vice President

Schedule A

Trademarks

**REGISTERED TRADEMARKS:**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
United Veterinary Care VA, LLC	USA	PREVENTING ECONOMIC EUTHANASIA	February 2, 2016	4,894,741
United Veterinary Care VA, LLC	USA	HELPING HANDS	December 22, 2015	4,874,022
United Veterinary Care VA, LLC	USA	Stylized letter "H" with paw design in top center and a hand design in bottom center of the "H" verticals	December 22, 2015	4,874,024
United Veterinary Care VA, LLC	USA	VETERINARY VACATION	April 12, 2016	4,938,371
UVC Vitality Veterinary Holdings, LLC	USA	VITALITY VETERINARY	May 1, 2018	5,458,292

**TRADEMARK APPLICATIONS:**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application Date</b>	<b>Application Number</b>
United Veterinary Care, LLC <sup>1</sup>	USA	UNITED VETERINARY CARE (Stylized)	December 30, 2020	90/435276

<sup>1</sup> A request to amend this application to correct the state of formation of United Veterinary Care, LLC from Florida to Delaware must be filed with the U.S. Patent and Trademark Office.