

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAGE Veterinary Centers, LP		10/07/2021	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4836269		
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	888-829-5819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	10/07/2021		
Total Attachments: 5			
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OP \$40.00 4836269

**GRANT OF A SECURITY INTEREST—
TRADEMARKS**

This Trademark Security Agreement (this “*Trademark Security Agreement*”) is made as of October 7, 2021, by SAGE VETERINARY CENTERS, LP, a California limited partnership, collectively Grantors (“*Grantors*”), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A as being owned by such Grantor, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, the Grantors have entered into that certain Security Agreement, dated October 15, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantors hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction. This Trademark Security

Agreement may be executed in any number of counterparts and by different parties in separate 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 counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

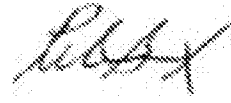
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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

GRANTORS:

SAGE VETERINARY CENTERS, LP


By: SAGE Veterinary Partners, LLC, its general partner

By: 

Name: Peter Brink
Title: COO

**SCHEDULE A
TO GRANT OF A SECURITY INTEREST**

Trademark Registrations and Applications

Mark	Serial No.	Application Date	Registration No.	Registration Date	Status of Mark	Grantor
 Arizona Animal CENTERS, LP	86564960	March 16, 2015	4836269	October 20, 2015	LIVE	SAGE Veterinary Centers, LP