

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM693272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gateway US Holdings, Inc.		12/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Collateral Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87195256		
Serial Number:	87896198	PET ANGEL BUILT ON TRUST	
Serial Number:	87692591	PET ANGEL MEMORIAL CENTER	
Serial Number:	87936656	PET MEMORIAL SERVICES	
Serial Number:	86294048	TRULY PRIVATE PET CREMATION	
Serial Number:	90750361	LEARNING BY GATEWAY	
Serial Number:	90627778	PAWSETRACK	
Serial Number:	90729135	PET COMPASSION CARELINE	
Serial Number:	90767964	ETERNAL MEMORIES	
Serial Number:	86555530	TRUSTED JOURNEY	
Serial Number:	86557524	THE PET LOSS CENTER HONORING THE JOURNEY	
Serial Number:	86551695	HONORING THE JOURNEY	
Serial Number:	86552062		
Serial Number:	75911980	A SENSITIVE ALTERNATIVE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		

OP \$365.00 87195256

Email: JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 053644-0120

NAME OF SUBMITTER: Jessica Bajada-Silva

SIGNATURE: /s/ Jessica Bajada-Silva

DATE SIGNED: 12/08/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 8, 2021 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each, a "Grantor" and collectively, the "Grantors") in favor of GOLUB CAPITAL LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 22, 2017, among GATEWAY US HOLDINGS, INC., a Delaware corporation (the "US Borrower"), GATEWAY SERVICES INC., an Ontario corporation (the "Canadian Borrower" and, together with the US Borrower, the "Borrowers"), the guarantors parties thereto and the Agent (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, to the Borrowers; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Pledge and Security Agreement dated as of September 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing:
(i) all registrations and applications for registration thereof including, without limitation, the

registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof 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 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

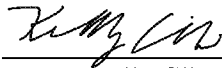
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages to this Agreement delivered by electronic transmission (including by email in .pdf format) shall be as effective as delivery of a manually executed counterpart thereof. The words “execution,” “execute,” “signed,” “signature” and words of like import herein shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state Laws based on the Uniform Electronic Transactions Act.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GATEWAY US HOLDINGS, INC.,
as Grantor**

By: 
Name: Kelly Clinton
Title: Vice President & COO

Accepted and Agreed:

**GOLUB CAPITAL LLC,
as Agent**

By: _____
Name:
Title:


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GATEWAY US HOLDINGS, INC.,
as Grantor**

By: _____
Name:
Title:

Accepted and Agreed:

**GOLUB CAPITAL LLC,
as Agent**

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing/Reg. Date	Registration No.	Status	Grantor
Design Only	87195256	Filing Date: 2016-10-06	5644011	LIVE	Gateway US Holdings Inc.
Pet Angel Built on Trust & Design	87896198	Filing Date: 2018-04-27	5637232	LIVE	Gateway US Holdings Inc.
Pet Angel Memorial Center	87692591	Registration Date: 2018-07-10	5512138	LIVE	Gateway US Holdings Inc.
Pet Memorial Services & Design	87936656	Filing Date: 2018-05-25	5669146	LIVE	Gateway US Holdings Inc.
Truly Private Pet Cremation	86294048	Registration Date: 2015-01-27	4678155	LIVE	Gateway US Holdings Inc. ¹
Agape Pet Services & Design	90603634	Filing Date: 2021 – 03 – 25	--	LIVE ITU	Gateway US Holdings Inc.
All Paws & Design	90664540	Filing Date: 2021 – 04-22	--	LIVE ITU	Gateway US Holdings Inc.
BUILT ON TRUST	90389203	Filing Date: 2020 – 12-17	--	LIVE ITU	Gateway US Holdings Inc.
Best Friends Pet Crematorium & Design	90714079	Filing Date: 2021 – 05-16	--	LIVE ITU	Gateway US Holdings Inc.
Dignity Bag Logo Design Only	90333125	Filing Date: 2021 – 07-06	--	LIVE ITU	Gateway US Holdings Inc.
Lasting Paws pet Memorial Services & Deign	90683378	Filing Date: 2021 – 04-30	--	LIVE ITU	Gateway US Holdings Inc.

¹ Assigned to Gateway US Holdings currently.

Mark	Serial No.	Filing/Reg. Date	Registration No.	Status	Grantor
Learning By Gateway & Design	90750361	Filing Date: 2021 – 06-02	--	LIVE	Gateway US Holdings Inc.
PAWSeTRACK & Design	90627778	Filing Date: 2021 – 04-06	--	LIVE	Gateway US Holdings Inc.
Pet Compassion Careline	90729135	Filing Date: 2021 – 05-23	--	LIVE	Gateway US Holdings Inc.
Eternal Memories & Design	90767964	Filing Date: 2021 – 06-10	--	LIVE	Gateway US Holdings Inc.
Trusted Journey	86555530	Registration Date: 2016 – 05 - 10	4957159	LIVE	Gateway US Holdings Inc.
The Pet Loss Center HONORING THE JOURNEY & Design	86557524	Registration Date: 2016 – 05 - 10	4957167	LIVE	Gateway US Holdings Inc.
Honoring the Journey	86551695	Registration Date: 2016 – 05 - 10	4970027	LIVE	Gateway US Holdings Inc.
Paw Print Logo Design	86552062	Registration Date: 2016 – 05 - 10	4957146	LIVE	Gateway US Holdings Inc.
Heart and Paw Logo Design Only	90895285	Filing Date: 2021 – 08-21	--	LIVE ITU	Gateway US Holdings Inc.
Design Only	87195256	Filing Date: 2016-10-06	5644011	LIVE	Gateway US Holdings Inc.
PAWSETRACK and design	90627778	06-APR-2021		LIVE	Gateway US Holdings Inc.
WEST COAST PET MEMORIAL SERVICES and design	90675252	27-APR-2021	--	LIVE ITU	Gateway US Holdings Inc.
TRUSTED JOURNEY	90594084	22-MAR-2021	--	LIVE ITU	Gateway US Holdings Inc.
A SENSITIVE ALTERNATIVE	75911980	19-DEC-2000	2414131	LIVE	Gateway US Holdings Inc.
SHADOW	90266759	20-Oct-2020	--	LIVE ITU	Gateway US Holdings Inc.