

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NATIONAL VETERINARY ASSOCIATES, INC.		12/14/2021	Corporation:
PETSUITES OF AMERICA, LLC		12/14/2021	Limited Liability Company:
PETSUITES OF AMERICA, INC.		12/14/2021	Corporation:
TAILS UP, LLC		12/14/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	JPMorgan Chase & Co., CIB DMO WLO
Internal Address:	Mail Code NY1-C413 - 4 CMC
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	90639444	HEALTH OF HEALERS
Serial Number:	87934738	FOR THE LOVE OF ANIMALS AND THE PEOPLE W
Serial Number:	77395423	TAILS UP
Registration Number:	4512898	POSH PET HOTEL
Registration Number:	5014122	HENDERSON PET RESORT "PETS GO WHERE THEY

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Michael Denton

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

TRADEMARK

REEL: 007529 FRAME: 0541

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: M. Denton - 55160.0030

NAME OF SUBMITTER: Michael Denton

SIGNATURE: /Michael Denton/

DATE SIGNED: 12/14/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “IP Security Agreement”), dated as of December 14, 2021, is among the Persons listed on the signature pages hereto (each, a “Grantor” and, collectively, the “Grantors”) and JPMORGAN CHASE BANK, N.A. (“JPMCB”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain Amendment to Credit Agreement, dated as of November 30, 2021 (the “Amendment”), by and among NVA Intermediate Holdings, Inc., a Delaware corporation (“Initial Holdings”), NVA Holdings Grandparent, LLC, a Delaware limited liability company, NVA Holdings, Inc., a Delaware corporation (the “Initial Borrower”), NVA Holdings Parent, LLC, a Delaware limited liability company (the “Parent Borrower”), the lenders party thereto and JPMCB, as administrative agent and as collateral agent, which amends and restates that certain Credit Agreement, dated as of February 19, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to effectiveness of the Amendment, the “Existing Credit Agreement” and, as amended and restated by the Amendment, the “Credit Agreement”), by and among Initial Holdings, Dino Grandparent, Inc., a Delaware corporation, the Initial Borrower, the lenders party thereto from time to time, the Administrative Agent and the Collateral Agent. Capitalized 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 a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the effectiveness of the Amendment and the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the Issuing Banks from time to time, the entry into Swap Agreements by certain Secured Parties from time to time and the entry into arrangements the obligations under which constitute Deposit Obligations by certain Secured Parties from time to time, Initial Holdings, the Initial Borrower, and certain of its Subsidiaries have executed and delivered that certain Pledge and Security Agreement, dated as of February 19, 2020, by and among Initial Holdings, the Initial Borrower, certain Subsidiaries of the Initial Borrower from time to time party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), and the Grantors have executed and delivered that certain Joinder Agreement, dated as of the date hereof, by and among the Grantors, the other parties thereto and the Collateral Agent (the “Joinder Agreement”) pursuant to the terms of the Amendment, the Credit Agreement and the Security Agreement.

WHEREAS, under the terms of the Joinder Agreement and the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO, the Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. To secure the prompt and complete payment and performance of all Obligations, each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest

in and to all Intellectual Property to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the U.S., including the following (the “Collateral”):

- (i) any and all Patents;
- (ii) any and all Trademarks;
- (iii) any and all Copyrights;
- (iv) any and all registrations and applications for registration for any of the foregoing in the USPTO or the Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of U.S. Patents, Trademarks, and Copyrights set forth in Schedule I (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and
- (v) any and all exclusive licenses to one or more Copyrights registered with the Copyright Office;

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

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Release of Security Interest. At such time as all of the Obligations shall have been satisfied and paid in full, the Administrative Agent shall execute and deliver to the Grantors all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Collateral Agent’s security interest in the Collateral.

SECTION 5. Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this IP Security Agreement by email or other electronic means (including a “.pdf” or “.tif” file) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this IP Security Agreement shall be deemed to include electronic signatures 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.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Joinder Agreement and the Security Agreement. The Grantors do 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 and the Joinder 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 IP Security Agreement and the terms of the Security Agreement or the Joinder Agreement, the terms of the Security Agreement or the Joinder Agreement shall govern, as applicable.

SECTION 7. Governing Law; Jurisdiction; Etc.

(a) Governing Law. **THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

(b) Jurisdiction. The Grantors and each other party to this IP Security Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or state court located in the borough of Manhattan in the City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document (excluding the enforcement of the Security Documents to the extent such security documents expressly provide otherwise), or for recognition or enforcement of any judgment, and each of such parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of such parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Venue. The Grantors and each other party to this IP Security Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this IP Security Agreement or any other Loan Document in any court referred to in Section 7(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. The Grantors and each other party to this IP Security Agreement hereto irrevocably consents to service of process in the manner provided for notices in Section 10.01 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by law.

(e) WAIVER OF JURY TRIAL. **THE GRANTORS AND EACH OTHER PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE**

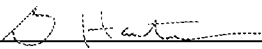
FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7(e).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

GRANTORS:

NATIONAL VETERINARY ASSOCIATES, INC.
PETSUITES OF AMERICA, LLC
PETSUITES OF AMERICA, INC.
TAILS UP, LLC

By:  _____
Name: Gregory W. Hartmann
Title: Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED BY:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

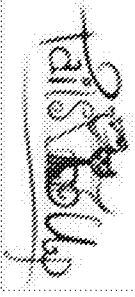


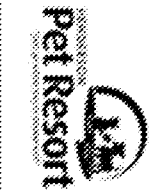
Name: Ryan Baker
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Schedule I

Trademark Registrations and Applications

Trademark	Serial No.	Filing Date	Reg No.	Reg Date	Owner
HEALTH OF HEALERS	90/639,444	12-Apr-2021	N/A	N/A	National Veterinary Associates, Inc.
FOR THE LOVE OF ANIMALS AND THE PEOPLE WHO LOVE THEM	87/934,738	24-May-2018	5968239	21-Jan-2020	National Veterinary Associates, Inc.
TAILS UP and Design 	77/395,423	12-Feb-2008	3,501,541	16-Sep-2008	Tails Up, LLC

Trademark	Serial No.	Filing Date	Reg No.	Reg Date	Owner
POSH PET HOTEL	86/003,184	05-Jul-2013	4,512,898	17-Apr-2020	PetSuites of America, Inc.
HENDERSON PET RESORT PETS GO WHERE THEY'RE TREATED WELL and Design 	86/638,431	21-May-2015	5,014,122	02-Aug-2016	PETSuites of America, LLC