

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM694710

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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:
NVA PERRY HALL VETERINARY MANAGEMENT, LLC		12/14/2021	Limited Liability Company:
UNIVERSITY PET CLINIC, INC.		12/14/2021	Corporation:
NVA ADVANCED PETCARE MANAGEMENT, INC.		12/14/2021	Corporation:
ANIMAL HOSPITAL OF WORTHINGTON, INC.		12/14/2021	Corporation:
PETWELL PARTNERS, LLC		12/14/2021	Limited Liability Company:
VETERINARY SPECIALISTS OF NORTH AMERICA LLC		12/14/2021	Limited Liability Company:
GREAT VET LLC		12/14/2021	Limited Liability Company:
NVA ATLANTIC VETERINARY MANAGEMENT, LLC.		12/14/2021	Limited Liability Company:
TAILS UP, LLC		12/14/2021	Limited Liability Company:

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 49**

CH \$1240.00 3792985

Property Type	Number	Word Mark
Registration Number:	3792985	NATIONAL VETERINARY ASSOCIATES
Registration Number:	3792987	NVA
Registration Number:	3792994	NVA NATIONAL VETERINARY ASSOCIATES
Registration Number:	6006603	NVA
Registration Number:	4201141	PAW PLANS
Registration Number:	5042916	LONG LIVE YOUR LEGACY
Registration Number:	5024150	JOIN US. STAY YOU.
Registration Number:	6006544	PETSUITES STAY PLAY
Registration Number:	2689698	PETSUITES
Registration Number:	2622895	PETSUITES
Registration Number:	2796909	PETSUITES
Registration Number:	3772644	
Registration Number:	3832976	PETSUITES
Registration Number:	2893470	CITY BARK
Registration Number:	4145108	K9S ONLY
Registration Number:	4542736	DOGUROO
Registration Number:	4401956	NO LEASH NEEDED
Registration Number:	4447965	NO LEASH NEEDED
Registration Number:	3506270	AMERICA'S UPTOWN HOUNDS LUXURY RESORTS
Registration Number:	4261316	LOYALTAIL
Registration Number:	3308133	B
Registration Number:	3294601	THE BARKLEY
Registration Number:	3298720	THE BARKLEY PET HOTEL & DAY SPA
Registration Number:	5218446	DOGGIE DISTRICT
Registration Number:	5259941	PET LODGE PET RESORT
Registration Number:	5422542	DOGGIE DISTRICT PET RESORT & TRAINING CE
Registration Number:	5554200	4 PAWS PET RESORT
Registration Number:	3624336	ANIMAL EMERGENCY HOSPITAL
Registration Number:	4793829	PERRY HALL ANIMAL HOSPITAL
Registration Number:	3624100	UNIVERSITY VETERINARY HOSPITAL & DIAGNOS
Registration Number:	3082273	
Registration Number:	5614535	KAAWS THE KATHY ANDREWS ANIMAL WELLNESSSS
Registration Number:	5506517	THE KATHY ANDREWS ANIMAL WELLNESS SERVIC
Registration Number:	5987348	COMPASSION-FIRST PET HOSPITALS
Registration Number:	6010748	COMPASSION-FIRST PET HOSPITALS
Registration Number:	4979491	COMPASSION-FIRST PET HOSPITALS
Registration Number:	5557069	LINWOOD PET HOSPITAL
Registration Number:	5567185	LINWOOD PET HOSPITAL

Property Type	Number	Word Mark
Registration Number:	4977402	AVETS
Registration Number:	4455006	DALLAS VETERINARY SURGICAL CENTER
Registration Number:	4450973	DVSC
Registration Number:	6321104	THE POWER OF US
Registration Number:	6321108	HEADS, HANDS AND HEARTS
Registration Number:	3708254	
Serial Number:	90639444	HEALTH OF HEALERS
Registration Number:	5968239	FOR THE LOVE OF ANIMALS AND THE PEOPLE W
Registration Number:	3501541	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

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: 11

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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 Credit Agreement, dated as of December 14, 2021 (the “Closing Date”), by and among NVA Holdings Grandparent, LLC, a Delaware limited liability company (“Holdings”), NVA Holdings Parent, LLC, a Delaware limited liability company (the “Parent Borrower”), the Lenders party thereto from time to time, JPMCB, as administrative agent and collateral agent and the other parties thereto from time to time (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”). 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 making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of the Closing Date, by and among Holdings, the Parent Borrower, certain Subsidiaries of the Parent 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”).

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 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, each Grantor agrees 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 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**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. Each Grantor 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. Each Grantor 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. Each Grantor 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.

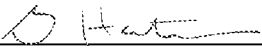
(e) **WAIVER OF JURY TRIAL**. EACH GRANTOR AND EACH OTHER PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS IP SECURITY 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).

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**IN WITNESS WHEREOF**, each Grantor has 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.  
NVA PERRY HALL VETERINARY MANAGEMENT, LLC  
UNIVERSITY PET CLINIC, INC.  
NVA ADVANCED PETCARE MANAGEMENT, INC.  
ANIMAL HOSPITAL OF WORTHINGTON, INC.  
PETWELL PARTNERS, LLC  
VETERINARY SPECIALISTS OF NORTH AMERICA LLC  
GREAT VET LLC  
NVA ATLANTIC VETERINARY MANAGEMENT, LLC  
TAILS UP, LLC

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



ACKNOWLEDGED AND ACCEPTED BY:




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






By:   
Name: Ryan Baker  
Title: Vice President






[Signature Page to Intellectual Property Security Agreement]

Schedule I


Trademark Registrations and Applications



<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg No.</b>	<b>Reg Date</b>	<b>Owner</b>
NATIONAL VETERINARY ASSOCIATES	77/844,810	08-Oct-2009	3,792,985	25-May-2010	National Veterinary Associates, Inc.
NVA	77/844,819	08-Oct-2009	3,792,987	25-May-2010	National Veterinary Associates, Inc.
	77/844,902	08-Oct-2009	3,792,994	25-May-2010	National Veterinary Associates, Inc.
NVA and Design 	88/568,813	06-Aug-2019	6,006,603	10-Mar-2020	National Veterinary Associates, Inc.
PAW PLANS	85/423,413	15-Sep-2011	4,201,141	04-Sep-2012	National Veterinary Associates, Inc.
LONG LIVE YOUR LEGACY	86/836,459	02-Dec-2015	5,042,916	13-Sep-2016	National Veterinary Associates, Inc.
JOIN US. STAY YOU.	86/796,808	22-Oct-2015	5,024,150	16-Aug-2016	National Veterinary Associates, Inc.
PETSUITES STAY PLAY and Design 	88/566,834	05-Aug-2019	6,006,544	10-Mar-2020	PetSuites of America, LLC
PETSUITES	75/982,237	28-Jun-2000	2,689,698	25-Feb-2003	PetSuites of America, LLC
PETSUITES	75/982,239	28-Jun-2000	2,622,895	24-Sept-2002	PetSuites of America, LLC

Trademark	Serial No.	Filing Date	Reg No.	Reg Date	Owner
<b>PETSuites</b>	76/430,857	15-Jul-2002	2,796,909	23-Dec-2003	PetSuites of America, LLC
	77/566,826	10-Sep-2008	3,772,644	06-April-2010	PetSuites of America, LLC
PETSUITES	77/816,123	31-Aug-2009	3,832,976	10-Aug-2010	PetSuites of America, LLC
 City Bark	78/304,135	23-Sep-2003	2,893,470	12-Oct-2004	PetSuites of America, Inc.
K9S ONLY	85/262,448	09-March-2011	4,145,108	22-May-2012	PetSuites of America, LLC
DOGUROO 	86/072,586	24-Sept-2013	4,542,736	03-June-2014	PetSuites of America, Inc.
NO LEASH NEEDED	85/798,403	10-Dec-2012	4,401,956	10-Sep-2013	PetSuites of America, LLC
NO LEASH NEEDED	85/979,760	10-Dec-2012	4,447,965	10-Dec-2013	PetSuites of America, LLC
AMERICA'S UPTOWN HOUNDS LUXURY RESORTS AND DESIGN 	77/291,191	28-Sept-2007	3,506,270	23-Sep-2008	PetSuites of America, Inc.
LOYALTAIL	85/614,170	02-May-2012	4,261,316	18-Dec-2012	PetSuites of America, Inc.
B Design 	78/355,442	22-Jan-2004	3,308,133	09-Oct-2007	PetSuites of America, Inc.

Trademark	Serial No.	Filing Date	Reg No.	Reg Date	Owner
THE BARKLEY	78/353,808	19-Jan-2004	3,294,601	18-Sep-2007	PetSuites of America, Inc.
THE BARKLEY PET HOTEL & DAY SPA	78/353,811	19-Jan-2004	3,298,720	25-Sep-2007	PetSuites of America, Inc.
DOGGIE DISTRICT	87/225,747	03-Nov-2016	5,218,446	06-Jun-2017	PetSuites of America, Inc.
PET LODGE PET RESORT AND DESIGN 	87/263,281	09-Dec-2016	5,259,941	08-Aug-2017	PetSuites of America, Inc.
DOGGIE DISTRICT PET RESORT & TRAINING VACANCY and Design 	87/547,792	28-Jul-2017	5,422,542	13-Mar-2018	PetSuites of America, Inc.
4 PAWS PET RESORT AND DESIGN 	87/759,240	17-Jan-2018	5,554,200	04-Sep-2018	PetSuites of America, Inc.
ANIMAL EMERGENCY HOSPITAL and Design 	77/444,120	09-Apr-2008	3,624,336	19-May-2009	National Veterinary Associates, Inc.
PERRYHALL ANIMAL HOSPITAL 	86/478,072	11-Dec-2014	4,793,829	18-Aug-2015	NVA Perry Hall Veterinary Management, LLC
 UNIVERSITY VETERINARY HOSPITAL Care and Service goes to Heart	77/390,772	7-Feb-2008	3,624,100	19-May-2009	University Pet Clinic, Inc.

Trademark	Serial No.	Filing Date	Reg No.	Reg Date	Owner
	78/607,849	13-Apr-2005	3,082,273	18-Apr-2006	NVA Advanced Petcare Management, Inc.
KAAWS THE KATHY ANDREWS ANIMAL WELLNESS SERVICES CLINIC SPAY NEUTER WELLNESS 	87/578,481	22-Aug-2017	5614535	27-Nov-2018	PETWELL PARTNERS, LLC
THE KATHY ANDREWS ANIMAL WELLNESS SERVICES CLINIC	87/578,506	22-Aug-2017	5506517	3-Jul-2018	PETWELL PARTNERS, LLC
	88/019525	28-Jun-2018	5,987,348	18-Feb-2020	Veterinary Specialists of North America LLC
	88/019514	28-Jun-2018	6,010,748	17-Mar-2020	Veterinary Specialists of North America LLC
COMPASSION-FIRST PET HOSPITALS	86/601575	17-Apr-2015	4,979,491	14-Jun-2016	Veterinary Specialists of North America LLC
LINWOOD PET HOSPITAL	87/686122	15-Nov-2017	5,557,069	4-Sep-2018	Veterinary Specialists of North America LLC
	87/686142	15-Nov-2017	5,567,185	18-Sep-2018	Veterinary Specialists of North America LLC
	86/794956	21-Oct-2015	4977402	14-Jun-2016	Great Vet LLC

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg No.</b>	<b>Reg Date</b>	<b>Owner</b>
DALLAS VETERINARY SURGICAL CENTER	85/938968	21-May-2013	4455006	24-Dec-2013	Veterinary Specialists of North America LLC
DVSC	85/916735	27-Apr-2013	4450973	17-Dec-2013	Veterinary Specialists of North America LLC
The Power of US	90/133320	24-Aug-2020	6321104	13-Apr-2021	Veterinary Specialists of North America LLC
<b>HEADS, HANDS AND HEARTS</b>	90133342	24-Aug-2020	6321108	13-Apr-2021	Veterinary Specialists of North America LLC
	77/710354	9-Apr-2009	3708254	10-Nov-2009	NVA Atlantic Veterinary Management, LLC
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.

Trademark	Serial No.	Filing Date	Reg No.	Reg Date	Owner
TAILS UP and Design 	77/395,423	12-Feb-2008	3,501,541	16-Sep-2008	Tails Up, LLC
POSH PET HOTEL	86/003,184	05-Jul-2013	4,512,898	08-Apr-2014	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