

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZBS PET CARE, LLC		12/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC, as Collateral Agent		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5394874	ALLIANCE ANIMAL HEALTH	
Serial Number:	97114177	X	
Serial Number:	97114187	ALLIANCE EDUCATE	
Serial Number:	97114188	ALLIANCE EDUCATE X	
Serial Number:	97114197	ALLIANCE CARES	
Serial Number:	97114207	ALLIANCE CARES X	
Serial Number:	97114217	ALLIANCE PROPEL	
Serial Number:	97114219	ALLIANCE PROPEL X \$	
Serial Number:	97114227	ALLIANCE ACADEMY FOR ALL X	
Serial Number:	97114230	ALLIANCE ACADEMY FOR ALL	
Serial Number:	97114237	ALLIANCE EDGE	
Serial Number:	97114243	ALLIANCE EDGE X	
Serial Number:	97114246	VET TALKS	
Serial Number:	97114249	VET TALKS X	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$365.00 5394874

Phone: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Connecticut Ave., NW, Suite 712
Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1555096 TM

NAME OF SUBMITTER: Jonathan R. Larson

SIGNATURE: /Jonathan R. Larson/

DATE SIGNED: 12/22/2021

Total Attachments: 6

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TRADEMARK PROPERTY SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT is entered into as of December 22, 2021, (this "Agreement"), among ZBS PET CARE, LLC, a Delaware limited liability company (the "Grantor") and AB PRIVATE CREDIT INVESTORS LLC, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of December 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in the Credit Agreement, dated as of December 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among PAW BIDCO, INC., a Delaware corporation (the "Initial Borrower"), a Delaware limited liability company, AAH TOPCO, LLC, a Delaware limited liability company (the "Borrower"), Paw BidCo, Inc., a Delaware corporation, and AAH Blocker 1, LLC, a Delaware limited liability company (collectively, "Holdings"), the Subsidiary Parties (as defined below) from time to time party hereto (the foregoing, collectively, the "Grantors") and AB PRIVATE CREDIT INVESTORS LLC in its capacity as administrative agent and collateral agent (in such capacities, the "Agent") for the Lenders, and as lead arranger and bookrunner. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

- a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law; and
- b) all proceeds of the foregoing,

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZBS PET CARE, LLC, as a Grantor

By: 

Name: Steven Sung

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007539 FRAME: 0223

AB PRIVATE CREDIT INVESTORS LLC
as Collateral Agent

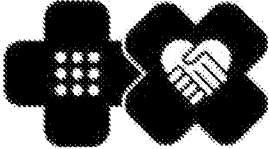


DocuSigned by:
Evan Cohen
By: _____
Name: Evan Cohen
Title: Managing Director

SCHEDULE I

REGISTERED TRADEMARKS

REGISTERED OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
ZBS Pet Care, LLC	Alliance Animal Health	5394874	February 6, 2018

TRADEMARK APPLICATIONS

APPLICANT	TRADEMARK	APPLICATION NUMBER	APPLICATION DATE
ZBS Pet Care, LLC		97114177	November 8, 2021
ZBS Pet Care, LLC	ALLIANCE EDUCATE	97114187	November 8, 2021
ZBS Pet Care, LLC	 Alliance Educate	97114188	November 8, 2021
ZBS Pet Care, LLC	ALLIANCE CARES	97114197	November 8, 2021
ZBS Pet Care, LLC	 Alliance Cares	97114207	November 8, 2021
ZBS Pet Care, LLC	ALLIANCE PROPEL	97114217	November 8, 2021

ZBS Pet Care, LLC	 <p>Alliance Propel</p>	97114219	November 8, 2021
ZBS Pet Care, LLC	 <p>ALLIANCE ACADEMY <i>for all</i></p>	97114227	November 8, 2021
ZBS Pet Care, LLC	ALLIANCE ACADEMY FOR ALL	97114230	November 8, 2021
ZBS Pet Care, LLC	ALLIANCE EDGE	97114237	November 8, 2021
ZBS Pet Care, LLC	 <p>Alliance Edge</p>	97114243	November 8, 2021
ZBS Pet Care, LLC	VET TALKS	97114246	November 8, 2021
ZBS Pet Care, LLC	 <p>VET Talks</p>	97114249	November 8, 2021