

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vets Plus, Inc.		12/17/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	6097813	PETZY	
Registration Number:	6070954	ROJELEXIN	
Registration Number:	5933920	ITPGS	
Registration Number:	5486634	GOATS PREFER	
Registration Number:	5486635	SWINE PREFER	
Registration Number:	5657361	CHIDENT	
Registration Number:	5657266	PROCLEAN	
Registration Number:	5638979	SMART FIDO	
Registration Number:	5434319	EVO3NATE	
Registration Number:	5487485	PRO PILL PODS	
Registration Number:	5434323	GIVING BARK	
Registration Number:	5434324	GIVING MEOWR	
Registration Number:	5561590	DR. KRILL	
Registration Number:	5201689	CELLTRIX	
Registration Number:	5173041	ULTRA CALC	
Registration Number:	5407977	SUREBITE A STABLE SOFT CHEW TECHNOLOGY	
Registration Number:	4951142	EZ-MED	
Registration Number:	4937631	SMART KITTY	
Registration Number:	4828698	POULTRY PREFER	

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Property Type	Number	Word Mark
Registration Number:	4882570	FLAVOCOL
Registration Number:	4262469	PROBIO-VET
Registration Number:	4133154	VETS PLUS VETS PLUS, INC. GLOBAL ANIMALH
Registration Number:	4043113	NUTRI-LYZE
Registration Number:	4043114	STABLE-LYZE
Registration Number:	4091817	BIOGUT
Registration Number:	4091753	PROBIOTICLIFE
Registration Number:	4091754	PROBIOTICLIVE
Registration Number:	4077708	NULIFE
Registration Number:	3238783	HORSES PREFER
Registration Number:	3242351	T.D.N. ROCKETS
Registration Number:	3169964	RETROSYN
Registration Number:	3057551	VETS PLUS
Registration Number:	3023459	NUTRI-BITES
Registration Number:	2500212	PETSPREFER
Registration Number:	1887726	CAL-C-FRESH

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@katten.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 W. Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 214335-00651

NAME OF SUBMITTER: Oscar Ruiz

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 02/18/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of December 17, 2021, by Vets Plus, Inc., a Wisconsin corporation (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantee, the other Loan Parties from time to time party thereto as “Grantors” and Grantor (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest in and Lien upon all of its Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, including all right, title and interest of Grantor in, to and under all now existing or hereafter adopted or acquired Trademarks (including all registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”; provided, that, Trademark Collateral shall not include any Excluded Property), whether now owned or at any time hereafter acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, those U.S. trademark registrations and applications referred to on Schedule A annexed hereto;

- (b) the right to obtain all renewals thereof;
- (c) all books and records pertaining to any of the foregoing;
- (d) all Proceeds and products of any of the foregoing; and
- (e) all collateral security and guarantees given by Grantor with respect to any of the foregoing.

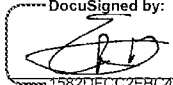
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

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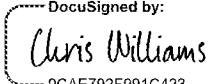
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

VETS PLUS, INC., a Wisconsin corporation

DocuSigned by:
By: 
Name: Eric Moore
Title: Vice President and Secretary

Agreed and accepted as of
the date first written above:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: Chris Williams
Title: Vice President

SCHEDULE A

Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date
PETZY	88571059	8/8/19	6097813	7/7/20
ROJELEXIN	88507521	7/10/19	6070954	6/2/20
ITPGS	88285725	2/1/19	5933920	12/10/19
GOATS PREFER	87707240	12/4/17	5486634	6/5/18
SWINE PREFER	87707267	12/4/17	5486635	6/5/18
CHIDENT	87683532	11/14/17	5657361	1/15/19
PROCLEAN	87667723	11/1/17	5657266	1/15/19
SMART FIDO	87563991	8/10/17	5638979	12/25/18
EVO3NATE	87273400	12/19/16	5434319	3/27/18
PRO PILL PODS	87273504	12/19/16	5487485	6/5/18
GIVING BARK	87273535	12/19/16	5434323	3/27/18
GIVING MEOWR	87273547	12/19/16	5434324	3/27/18
DR. KRILL	87083353	6/24/16	5561590	9/11/18
CELL TRIX	87083405	6/24/16	5201689	5/9/17
ULTRA CALC	87020992	5/2/16	5173041	3/28/17
SUREBITE A STABLE SOFT CHEW TECHNOLOGY	86815025	11/10/15	5407977	2/20/18
EZ-MED	86763968	9/22/15	4951142	5/3/16
SMART KITTY	86428030	10/20/14	4937631	4/12/16
POULTRY PREFER	86428044	10/20/14	4828698	10/6/15
FLAVOCOL	86392042	9/11/14	4882570	1/5/16
PROBIO-VET	85492535	12/12/11	4262469	12/18/12
VETS PLUS VETS PLUS, INC. GLOBAL ANIMAL HEALTH	85341939	6/9/11	4133154	4/24/12
NUTRI-LYZE	85103763	8/10/10	4043113	10/18/11
STABLE-LYZE	85103769	8/10/10	4043114	10/18/11
BIOGUT	85088765	7/20/10	4091817	1/24/12
PROBIOTIC LIFE	85057678	6/8/10	4091753	1/24/12
PROBIOTIC LIVE	85057699	6/8/10	4091754	1/24/12
NULIFE	85050086	5/28/10	4077708	12/27/11
HORSES PREFER	77044334	11/15/06	3238783	5/8/07
T.D.N. ROCKETS	78934875	7/21/06	3242351	5/15/07
RETROSYN	78609145	4/14/05	3169964	11/7/06
VETS PLUS	78556386	1/29/05	3057551	2/7/06

Mark	Application No.	Application Date	Registration No.	Registration Date
NUTRI-BITES	78486389	9/20/04	3023459	12/6/05
PETSPREFER	76137238	9/22/00	2500212	10/23/01
CAL-C-FRESH	74440531	9/27/93	1887726	4/4/95