

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM752409

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VetCor Professional Practices LLC		08/31/2022	Limited Liability Company: DELAWARE
VetCor of Novi LLC		08/31/2022	Limited Liability Company: DELAWARE
VetCor of Stow LLC		08/31/2022	Limited Liability Company: DELAWARE
VetCor of Frederick Avenue LLC		08/31/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Golub Capital Markets LLC
<b>Street Address:</b>	c/o Golub Capital, 150 S. Wacker Drive
<b>Internal Address:</b>	Suite 500
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2622015	VETCOR
Registration Number:	3461901	
Registration Number:	3461904	
Registration Number:	3589816	
Registration Number:	4167233	PRIMARY PET CARE AFFORDABLE VACCINES & W
Registration Number:	2580524	VETSELECT
Registration Number:	2533195	VETSELECT
Registration Number:	2173086	GAITHERSBURG ANIMAL HOSPITAL

## CORRESPONDENCE DATA

Fax Number:

*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:** 312-764-6956  
**Email:** rlavalle@kslaw.com  
**Correspondent Name:** Ryan La Valle  
**Address Line 1:** 110 N. Wacker Drive  
**Address Line 2:** Suite 3800  
**Address Line 4:** Chicago, ILLINOIS 60606

**NAME OF SUBMITTER:** Ryan La Valle

**SIGNATURE:** /Ryan La Valle/

**DATE SIGNED:** 08/31/2022

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of August 31, 2022, is made by the Grantors (as identified below), in favor of Golub Capital Markets LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

**WHEREAS**, VetCor Professional Practices LLC, a Delaware limited liability company, VetCor of Novi LLC, a Delaware limited liability company, VetCor of Stow LLC, a Delaware limited liability company, and VetCor of Frederick Avenue LLC, a Delaware limited liability company (each being a “**Grantor**,” and collectively, the “**Grantors**”) own the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantors are party to a Security Agreement, dated as of August 31, 2022, (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): (a) all Trademarks, including the Trademarks registered or applied for in the United States Patent and Trademark Office and set forth on Schedule A annexed hereto, (b) the goodwill of such Grantor’s business associated with the use thereof or symbolized thereby, (c) all rights to sue at law or in equity for any past, present, and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, (d) all agreements related to the license, ownership, development, use or disclosure of any of the foregoing, and (e) all Proceeds of any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any Excluded Property (including 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 (and acceptance by the United State Patent and Trademark Office) 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).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date, the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to the Grantors, all without delivery of any instrument or performance of any act by any Person; provided, however, at the Grantors' request and expense, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing confirming the release and termination of the security interest in the Trademark Collateral granted hereby for filing with the United States Patent and Trademark Office.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

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. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

*[The remainder of this page is 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.


**VETCOR PROFESSIONAL PRACTICES LLC  
VETCOR OF NOVI LLC  
VETCOR OF STOW LLC  
VETCOR OF FREDERICK AVENUE LLC**

By:   
Name: Peter Raymond  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]





**TRADEMARK  
REEL: 007836 FRAME: 0503**


Accepted and Agreed:  
**GOLUB CAPITAL MARKETS LLC,**  
as the Collateral Agent

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

SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

**US Registered Trademarks:**

Grantor	Mark	Registration Number	Registration Date
VetCor Professional Practices LLC	VETCOR	2622015	9/17/2002
VetCor Professional Practices LLC	Cats and Dogs Logo (design trademark) 	3461901	7/8/2008
VetCor Professional Practices LLC	Cats and Dogs Logo (design trademark) 	3461904	7/8/2008
VetCor Professional Practices LLC	Cats and Dogs Logo (design trademark) 	3589816	3/17/2009
VetCor of Stow LLC	Primary Pet Care Affordable Vaccines and Wellness Care (design trademark) 	4167233	7/3/2012
VetCor of Novi LLC	VETSELECT	2580524	6/18/2002

VetCor of Novi LLC		2533195	1/29/2002
VetCor of Frederick Avenue LLC	GAITHERSBURG ANIMAL HOSPITAL	2173086	7/14/1998

**US Trademark Applications:**

None.