

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756684

| | | | |
|---|-------------------------------------|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lorient Pet Services, LLC | | 09/21/2022 | Limited Liability Company: DELAWARE |
| Vet's Best Friend, LLC | | 09/21/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | NXT Capital, LLC, as Agent | | |
| Street Address: | 191 North Wacker Drive, 30th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6462566 | TAKING CARE OF THE PEOPLE WHO TAKE CARE | |
| Registration Number: | 6461010 | VET'S BEST FRIEND | |
| Serial Number: | 88462545 | VET'S BEST FRIEND | |
| Serial Number: | 88462564 | VET'S BEST FRIEND | |
| Serial Number: | 88462554 | VET'S BEST FRIEND | |
| Registration Number: | 6462567 | VET'S BEST FRIEND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4044435599 | | |
| <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> | | | |
| Phone: | 404-443-5647 | | |
| Email: | cfraser@mcguirewoods.com | | |
| Correspondent Name: | Carol Fraser, Paralegal | | |
| Address Line 1: | 1230 Peachtree Street, Suite 2100 | | |
| Address Line 2: | McGuireWoods LLP | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | Rarebreed - 2062009.0009 | | |

OP \$165.00 6462566

| | |
|---|------------------|
| NAME OF SUBMITTER: | Carol Fraser |
| SIGNATURE: | //Carol Fraser// |
| DATE SIGNED: | 09/21/2022 |
| Total Attachments: 7 source=Rarebreed - LPS TM Agmt#page1.tif source=Rarebreed - LPS TM Agmt#page2.tif source=Rarebreed - LPS TM Agmt#page3.tif source=Rarebreed - LPS TM Agmt#page4.tif source=Rarebreed - LPS TM Agmt#page5.tif source=Rarebreed - LPS TM Agmt#page6.tif source=Rarebreed - LPS TM Agmt#page7.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2022, is made by Lorient Pet Services, LLC, a Delaware limited liability agreement (“Lorient”) and Vet’s Best Friend, LLC, a Delaware limited liability agreement (“VBF”) (each a “Grantor” and, collectively, the “Grantors”), in favor of NXT Capital, LLC (“NXT”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 10, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Rarebreed Veterinary Partners, Inc., a Delaware corporation, the other Borrowers, the other Credit Parties, the Lenders from time to time party thereto and NXT, as Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of November 10, 2021, in favor of Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as **determined in such Grantor's reasonable business judgment, in connection with their Trademarks** subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

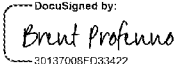
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

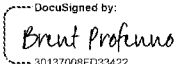
Lorient Pet Services, LLC, a Delaware limited liability agreement

By:  _____
30137008E033422

Name: Brent Profenno

Title: Agent, duly authorized

Vet's Best Friend, LLC, a Delaware limited liability agreement

By:  _____
30137008E033422

Name: Brent Profenno

Title: Agent, duly authorized

ACCEPTED AND AGREED
as of the date first above written:

NXT CAPITAL, LLC,
as Agent

Eddie Karl

By: eddie.karl@nxtcapital.com

Name: Eddie Karl
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

164647421

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Trademark | Jurisdiction | Status | Application/ Registration | Goods/Services |
|---|--------------|--|------------------------------|--|
| TAKING CARE OF THE PEOPLE WHO TAKE CARE OF OUR PETS | USA | Certificate of Registration Received: 8/24/2021 | 6,462,566 | Veterinary management organization services, namely, providing practice organization, management, ad administrative support services to individual veterinarians or small group practices (Class 35) |
|  Vet's Best Friend | USA | Certificate of Registration Received: 8/24/2021 | 6,461,010 | Veterinary management organization services, namely, providing practice organization, management, ad administrative support services to individual veterinarians or small group practices (Class 35) |
| VET'S BEST FRIEND | USA | Statement of Use rejected; new evidence submission required by June 10, 2022 to finalize | 88462545 | Pet grooming; veterinary services (Class 44) |

| | | | | |
|-------------------|-----|--|-----------|---|
| VET'S BEST FRIEND | USA | Fourth request for extension of time to file Statement of Use granted January 28, 2022 | 88462564 | Retail veterinary pharmacy services; retail pet store services featuring pet supplies, pet toys, pet accessories, pet beds, pet treats, pet supplements, and pet food (Class 35) |
| VET'S BEST FRIEND | USA | Fourth request for extension of time to file Statement of Use granted January 28, 2022 | 88462554 | Pet boarding services; Pet day care services (Class 43) |
| VET'S BEST FRIEND | USA | Certificate of Registration Received: 8/24/2021 | 6,462,567 | Veterinary management organization services, namely, providing practice organization, management, and administrative support services to individual veterinarians or small group practices (Class 35) |

2. TRADEMARK APPLICATIONS

None

Certificate Of Completion

Envelope Id: C9676B2857604513947061A32452CA28
 Subject: Please DocuSign: NXT September Joinders
 Source Envelope:
 Document Pages: 34
 Certificate Pages: 4
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Kelly Slocomb
 kslocomb@rarebreedvet.com
 IP Address: 24.198.67.91

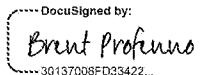
Record Tracking

Status: Original
 9/21/2022 9:39:27 AM
 Holder: Kelly Slocomb
 kslocomb@rarebreedvet.com
 Location: DocuSign

Signer Events

Brent Profenno
 bprofenno@rarebreedvet.com
 VP Finance
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 30137008FD33422...
 Signature Adoption: Pre-selected Style
 Using IP Address: 172.101.37.69

Timestamp

Sent: 9/21/2022 9:45:33 AM
 Viewed: 9/21/2022 10:33:29 AM
 Signed: 9/21/2022 10:34:03 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/21/2022 10:33:29 AM
 ID: 4d2f48b6-059a-4625-9fb8-762e7deb6529

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

| | | |
|---------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 9/21/2022 9:45:34 AM |
| Certified Delivered | Security Checked | 9/21/2022 10:33:29 AM |
| Signing Complete | Security Checked | 9/21/2022 10:34:03 AM |
| Completed | Security Checked | 9/21/2022 10:34:03 AM |

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure