

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANIMAL HEALTH LOGISTICS, LLC		10/13/2022	Limited Liability Company: DELAWARE
APPOINTMASTER LLC		10/13/2022	Limited Liability Company: VIRGINIA
COVETRUS SOFTWARE SERVICES, LLC		10/13/2022	Limited Liability Company: DELAWARE
DIRECT VET MARKETING, LLC		10/13/2022	Limited Liability Company: DELAWARE
MUTTROPOLIS, LLC		10/13/2022	Limited Liability Company: DELAWARE
PAWPRINT ACQUISITION, LLC		10/13/2022	Limited Liability Company: DELAWARE
PET SERVICES TECHNOLOGIES, LLC		10/13/2022	Limited Liability Company: DELAWARE
PURCHASING SERVICES HOLDINGS, LLC		10/13/2022	Limited Liability Company: DELAWARE
ROADRUNNER PHARMACY, LLC		10/13/2022	Limited Liability Company: ARIZONA
SMARTPAK EQUINE, LLC		10/13/2022	Limited Liability Company: DELAWARE
THE ANXIOUS PET, LLC		10/13/2022	Limited Liability Company: DELAWARE
VFC CENTRAL, LLC		10/13/2022	Limited Liability Company: DELAWARE
COVETRUS NORTH AMERICA, LLC		10/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation		
Street Address:	399 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		

CH \$2340.00 90830156

PROPERTY NUMBERS Total: 93

Property Type	Number	Word Mark
Serial Number:	90830156	Q EPIQ ANIMAL HEALTH
Serial Number:	88276912	VETPAWER
Serial Number:	97552448	RAPPORT
Serial Number:	76170098	AVIMARK
Serial Number:	85515426	DRAGONFLY
Serial Number:	76502060	DVM MANAGER
Serial Number:	78373871	EASYTIME
Serial Number:	88132892	EVETPRACTICE
Serial Number:	87588609	INTELLIGENT INVENTORY
Serial Number:	77963555	PETWISE
Serial Number:	75753068	HEALTHY PET
Serial Number:	76295659	PET PORTAL
Serial Number:	76548057	PETNOTES
Serial Number:	76295658	VET PORTAL
Serial Number:	77355413	VETSTREET
Serial Number:	78350486	IMPROMED
Serial Number:	86566301	DVM DIRECT
Serial Number:	86898613	VETS FIRST CHOICE
Serial Number:	90389929	PAWPRINT
Serial Number:	90299596	PAWPRINT
Serial Number:	87211463	MAKE YOUR BEST FRIEND'S DAY
Serial Number:	87209830	
Serial Number:	90284549	PSIVET
Serial Number:	86180729	CIDOFADROPS
Serial Number:	85699645	OTI-PACK
Serial Number:	86147261	TACROLITE
Serial Number:	88001797	CINQ-B
Serial Number:	90356298	COLICARE
Serial Number:	86225444	EQUINOX 365
Serial Number:	90393708	HADLEY BY SMARTPAK
Serial Number:	87151662	HARWICH
Serial Number:	85908663	
Serial Number:	87127753	NEVW
Serial Number:	86933035	LEG UP
Serial Number:	86466141	OUTSMART
Serial Number:	87264929	PIPER BY SMARTPAK
Serial Number:	86433983	EXERTAMINE

Property Type	Number	Word Mark
Serial Number:	87151663	PLYMOUTH
Serial Number:	87151657	ROCKIN' SP
Serial Number:	87724886	SMART & SIMPLE
Serial Number:	86603529	SMARTANTIOXIDANT
Serial Number:	77742762	SMARTBREATHE
Serial Number:	77742766	SMARTBUG-OFF
Serial Number:	90389579	SMARTCALM
Serial Number:	90661022	SMARTCANINE
Serial Number:	87793624	SMARTCOMFORT
Serial Number:	90114931	SMARTCORE
Serial Number:	85349046	SMARTDARK & HANDSOME
Serial Number:	77679723	SMARTDIGEST
Serial Number:	77680055	SMARTENERGY
Serial Number:	90661068	SMARTER BY DESIGN
Serial Number:	86326991	SMARTESSENTIALS
Serial Number:	77245674	SMARTFLEX
Serial Number:	86318324	SMARTGAIN
Serial Number:	86231637	SMARTGI
Serial Number:	77657514	SMARTGUT
Serial Number:	90189046	SMARTHOLISTIC
Serial Number:	77657508	SMARTHOOF
Serial Number:	86522846	SMARTLAMINA
Serial Number:	77679752	SMARTLYTES
Serial Number:	87744627	SMARTMANE & TAIL
Serial Number:	85471712	SMARTMARE
Serial Number:	77628317	SMARTBLUE
Serial Number:	86162172	SMARTMETABO-LEAN
Serial Number:	77742775	SMARTMUSCLE
Serial Number:	88106998	SMARTOMEGA 3 & E
Serial Number:	87830090	SMARTOSTEO
Serial Number:	87914030	SMARTPAK
Serial Number:	90211162	SMARTPERFORM
Serial Number:	86162609	SMARTPITUITARY SENIOR
Serial Number:	86603485	SMARTR&R
Serial Number:	86658010	SMARTSALT
Serial Number:	77679713	SMARTSHINE
Serial Number:	85076723	SMARTSHIP & SHOW
Serial Number:	90389516	SMARTSUPPLEMENTS

Property Type	Number	Word Mark
Serial Number:	77679777	SMARTTENDON
Serial Number:	90020181	SMARTTHERAPY
Serial Number:	86522878	SMARTTRANQUILITY
Serial Number:	87864789	SUNSHIELD
Serial Number:	90022290	THERMOBALANCE
Serial Number:	87151660	WELLFLEET
Serial Number:	97975001	SMARTBARK
Serial Number:	88658704	THE ANXIOUS PET
Serial Number:	86900296	PAW REWARDS
Serial Number:	86951704	SCRIPTCONNECT
Serial Number:	86900273	SCRIPTNOW
Serial Number:	97097262	
Serial Number:	90527109	ROADRUNNER PHARMACY
Serial Number:	88321561	COVETRUS C
Serial Number:	88321611	C
Serial Number:	88177499	COVETRUS
Serial Number:	76388386	MUTTROPOLIS
Serial Number:	76571941	MUTTROPOLIS

CORRESPONDENCE DATA

Fax Number: 2129096836
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: 2129096000
Email: trademarks@debevoise.com
Correspondent Name: Alena Q. Thomas, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Alena Q. Thomas
SIGNATURE:	/Alena Q. Thomas/
DATE SIGNED:	10/19/2022

Total Attachments: 11
source=Corgi_ 2L Notice Confirm Grant Security Interest_Trademarks_Executed#page1.tif
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SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 13, 2022, made by each of the parties party hereto (collectively, the "Grantors"), in favor of OWL ROCK CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Second Lien Credit Agreement, dated as of October 13, 2022 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Company (as defined in the Credit Agreement), the Borrowers (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Company, the Borrowers, the Grantors and the other parties thereto have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of October 13, 2022, (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the

foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution", "signed", "signature" and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) 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.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ANIMAL HEALTH LOGISTICS, LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Authorized Signatory

APPOINTMASTER LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Authorized Signatory

COVETRUS SOFTWARE SERVICES, LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Vice President, Treasury

DIRECT VET MARKETING, LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Authorized Signor

MUTTROPOLIS, LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Authorized Signatory

PAWPRINT ACQUISITION, LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Authorized Signatory

PET SERVICES TECHNOLOGIES, LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Authorized Signatory

PURCHASING SERVICES HOLDINGS, LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Vice President, Treasury

ROADRUNNER PHARMACY, LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Authorized Signor

SMARTPAK EQUINE, LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Vice President Treasury

THE ANXIOUS PET, LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Authorized Signatory

VFC CENTRAL, LLC

By: Robert J. Lynn
Name: Robert Lynn
Title: Authorized Signor

COVETRUS NORTH AMERICA, LLC

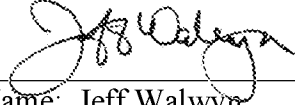
Robert J. Lynn

By: _____

Name: Robert Lynn

Title: Authorized Signor

OWL ROCK CAPITAL CORPORATION,
as Agent
By: OWL ROCK CAPITAL ADVISORS
LLC, its Investment Advisor

By: 
Name: Jeff Walwyn
Title: Authorized Signatory

SCHEDULE I

Trademark Registrations and Applications

Mark	Owner	App. No.	Reg. No.	Filing Date	Reg. Date
EPIQ ANIMAL HEALTH LOGO	Animal Health Logistics, LLC	90830156	6807453	7/15/21	8/2/22
VETPAWER	AppointMaster, LLC	88276912	6003842	1/25/19	3/3/20
RAPPORT	Covetrus Software Services, LLC	97552448		8/17/22	
AVIMARK	Covetrus Software Services, LLC	76/170098	2509748	11/22/00	11/20/01
DRAGONFLY	Covetrus Software Services, LLC	85/515426	4186844	1/12/12	8/7/12
DVM MANAGER	Covetrus Software Services, LLC	76/502060	3047341	3/26/03	1/24/06
EASYTIME	Covetrus Software Services, LLC	78/373871	2933148	2/25/04	3/15/05
EVETPRACTICE	Covetrus Software Services, LLC	88/132892	5888641	9/26/18	10/22/19
INTELLIGENT INVENTORY	Covetrus Software Services, LLC	87/588609	5588865	8/29/17	10/23/18
PETWISE	Covetrus Software Services, LLC	77/963555	3921085	3/19/10	2/15/11
HEALTHY PET	Covetrus Software Services, LLC	75/753068	2497287	7/16/99	10/9/01
PET PORTAL	Covetrus Software Services, LLC	76/295659	2858362	8/3/01	6/29/04
PETNOTES	Covetrus Software Services, LLC	76/548057	2950589	9/30/03	5/10/05
VET PORTAL	Covetrus Software Services, LLC	76/295658	2860696	8/3/01	7/6/04
VETSTREET	Covetrus Software Services, LLC	77/355413	3570688	12/19/07	2/3/09
IMPROMED	Covetrus Software Services, LLC	78/350486	2916521	1/12/04	1/4/05
DVM DIRECT	Direct Vet Marketing, LLC	86566301	5076121	3/17/15	11/8/16
VETS FIRST CHOICE	Direct Vet Marketing, LLC	86898613	5089689	11/19/16	2/5/16
PAWPRINT	Pawprint Acquisition, LLC	90389929	6696733	12/17/20	4/12/22
PAWPRINT	Pawprint Acquisition, LLC	90299596	6605504	11/4/20	1/4/22
MAKE YOUR BEST FRIEND'S DAY	Pet Services Technologies, LLC	87211463	5362598	10/21/16	12/26/17
<i>DESIGN ONLY</i>	Pet Services Technologies, LLC	87209830	5338233	10/20/16	11/21/2017

Mark	Owner	App. No.	Reg. No.	Filing Date	Reg. Date
PSIvet	Purchasing Services Holdings, LLC	90284549	6534753	10/28/20	10/26/21
CIDOFADROPS	Roadrunner Pharmacy, LLC	86180729	4765355	1/31/14	6/30/15
OTI-PACK	Roadrunner Pharmacy, LLC	85699645	4331151	8/9/12	5/7/13
TACROLITE	Roadrunner Pharmacy, LLC	86147261	4736206	12/18/13	5/12/15
CINQ-B	SmartPak Equine, LLC	88001797	5666594	6/15/18	1/29/19
COLICARE	SmartPak Equine, LLC	90356298	6783835	12/3/20	7/5/22
EQUINOX 365	SmartPak Equine, LLC	86225444	4890052	3/19/14	1/19/16
HADLEY BY SMARTPAK	SmartPak Equine, LLC	90393708	6689324	12/18/20	4/5/22
HARWICH	SmartPak Equine, LLC	87151662	5459784	8/26/16	5/1/18
HORSE DESIGN WITH ARROW	SmartPak Equine, LLC	85/908663	4566390	4/18/13	7/15/14
NEVW	SmartPak Equine, LLC	87127753	5238246	8/4/16	7/4/17
LEG UP	SmartPak Equine, LLC	86933035	5172894	3/28/17	3/8/16
OUTSMART	SmartPak Equine, LLC	86/466141	5161561	11/26/14	3/14/17
PIPER BY SMARTPAK (and design)	SmartPak Equine, LLC	87264929	5371436	12/12/16	1/2/18
EXERTAMINE	SmartPak Equine, LLC	86433983	4937641	4/12/16	10/24/14
PLYMOUTH	SmartPak Equine, LLC	87151663	5304671	8/26/16	10/10/17
ROCKIN' SP	SmartPak Equine, LLC	87151657	5424272	8/26/16	3/13/18
SMART & SIMPLE	SmartPak Equine, LLC	87724886	5552533	12/18/17	8/28/18
SMARTANTIOXIDANT	SmartPak Equine, LLC	86/603529	4984873	4/20/15	6/21/16
SMARTBREATHE	SmartPak Equine, LLC	77/742762	3722282	5/22/09	12/8/09
SMARTBUG-OFF	SmartPak Equine, LLC	77/742766	3722283	5/22/09	12/8/09
SMARTCALM	SmartPak Equine, LLC	90389579	6493064	12/17/20	9/21/21
SMARTCANINE	SmartPak Equine, LLC	90661022	6653438	4/21/21	2/22/22
SMARTCOMFORT	SmartPak Equine, LLC	87793624	5497964	2/12/18	6/19/18
SMARTCORE	SmartPak Equine, LLC	90114931	6680430	8/14/20	3/22/22
SMARTDARK & HANDSOME	SmartPak Equine, LLC	85/349046	4090731	6/17/11	1/24/12

Mark	Owner	App. No.	Reg. No.	Filing Date	Reg. Date
SMARTDIGEST	SmartPak Equine, LLC	77/679723	3660922	2/27/09	7/28/09
SMARTENERGY	SmartPak Equine, LLC	77/680055	3663668	2/27/09	8/4/09
SMARTER BY DESIGN	SmartPak Equine, LLC	90661068	6671955	4/21/21	3/15/22
SMARTESSENTIALS	SmartPak Equine, LLC	86/326991	4819206	7/2/14	9/22/15
SMARTFLEX	SmartPak Equine, LLC	77/245674	3398277	8/2/07	3/18/08
SMARTGAIN	SmartPak Equine, LLC	86/318324	4819154	6/24/14	9/22/15
SMARTGI	SmartPak Equine, LLC	86231637	4732969	3/25/14	5/5/15
SMARTGUT	SmartPak Equine, LLC	77/657514	3660866	1/27/09	7/28/09
SMARTHOLISTIC	SmartPak Equine, LLC	90189046	6443047	9/17/20	8/3/21
SMARTHOOF	SmartPak Equine, LLC	77/657508	3660865	1/27/09	7/28/09
SMARTLAMINA	SmartPak Equine, LLC	86522846	4933872	2/3/15	4/5/16
SMARTLYTES	SmartPak Equine, LLC	77/679752	3660924	2/27/09	7/28/09
SMARTMANE & TAIL	SmartPak Equine, LLC	87744627	5508634	1/5/18	7/3/18
SMARTMARE	SmartPak Equine, LLC	85/471712	4171475	11/14/11	7/10/12
SMARTBLUE	SmartPak Equine, LLC	77628317	3647030	6/30/09	12/8/08
SMARTMETABO-LEAN	SmartPak Equine, LLC	86162172	4732612	1/10/14	5/5/15
SMARTMUSCLE	SmartPak Equine, LLC	77/742775	3722286	5/22/09	12/8/09
SMARTOMEGA 3 & E	SmartPak Equine, LLC	88106998	5670632	9/6/18	2/5/19
SMARTOSTEO	SmartPak Equine, LLC	87830090	5589690	3/12/18	10/23/18
SMARTPAK	SmartPak Equine, LLC	87914030	5669014	5/9/18	2/5/19
SMARTPERFORM	SmartPak Equine, LLC	90211162	6798555	9/25/20	7/19/22
SMARTPITUITARY SENIOR	SmartPak Equine, LLC	86162609	4744603	1/10/14	5/26/15
SMARTR&R	SmartPak Equine, LLC	86/603485	4984872	4/20/15	6/21/16
SMARTSALT	SmartPak Equine, LLC	86/658010	5018942	6/10/15	8/9/16
SMARTSHINE	SmartPak Equine, LLC	77679713	3660921	2/27/09	7/28/09
SMARTSHIP & SHOW	SmartPak Equine, LLC	85/076723	4020453	7/2/10	8/30/11
SMARTSUPPLEMENTS	SmartPak Equine, LLC	90389516	6544001	12/17/20	11/2/21

Mark	Owner	App. No.	Reg. No.	Filing Date	Reg. Date
SMARTTENDON	SmartPak Equine, LLC	77/679777	3660925	2/27/09	7/28/09
SMARTTHERAPY	SmartPak Equine, LLC	90020181	6260348	6/25/20	2/2/21
SMARTTRANQUILITY	SmartPak Equine, LLC	86/522878	4928834	2/3/15	3/29/16
SUNSHIELD	SmartPak Equine, LLC	87864789	5917676	4/5/18	11/26/19
THERMOBALANCE	SmartPak Equine, LLC	90022290	6260381	6/26/20	2/2/21
WELLFLEET	SmartPak Equine, LLC	87151660	5454316	8/26/16	4/24/18
SMARTBARK	SmartPak Equine, LLC	97975001		9/1/21	
THE ANXIOUS PET	The Anxious Pet, LLC	88658704	6302999	10/17/19	3/23/21
PAW REWARDS	Covetrus North America, LLC	86900296	5048654	2/8/16	9/27/16
SCRIPTCONNECT	Covetrus North America, LLC	86951704	5085682	3/24/16	11/22/16
SCRIPTNOW	Covetrus North America, LLC	86900273	5048653	2/8/16	9/27/16
ROADRUNNER (LOGO)	VFC Central, LLC	97097262		10/28/21	
ROADRUNNER PHARMACY	VFC Central, LLC	90527109		2/12/21	
COVETRUS C	VFC Central, LLC	88321561	6441615	3/1/19	8/3/21
C	VFC Central, LLC	88321611	6434994	3/1/19	7/27/21
COVETRUS	VFC Central LLC	88/177499	5962742	11/1/18	1/14/20
MUTTROPOLIS	Muttropolis LLC	76388386	2807219	3/27/2002	1/20/2004
MUTTROPOLIS	Muttropolis LLC	76571941	2999814	1/16/2004	9/27/2005

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RECORDED: 10/19/2022

TRADEMARK
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