

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841367

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Village Pet Care, LLC		09/22/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST, as Collateral Agent		
<b>Street Address:</b>	7255 WOODMONT AVENUE, SUITE 300		
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87865866	LUCKY DOG BARK AND BREW!	
<b>Serial Number:</b>	87865849	LUCKY DOG BARK AND BREW!	
<b>Serial Number:</b>	77152974	CHATEAU POOCHIE IT'S A DOG'S WORLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3129932652		
<b>Email:</b>	heather.poitras@lw.com		
<b>Correspondent Name:</b>	Heather Poitras		
<b>Address Line 1:</b>	c/o Latham & Watkins 330 N Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	058728-0110		
<b>NAME OF SUBMITTER:</b>	Heather Poitras		
<b>SIGNATURE:</b>	/hp/		
<b>DATE SIGNED:</b>	09/22/2023		
<b>Total Attachments: 5</b>			

CH \$90.00 87865866

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NOTICE OF SECURITY INTEREST IN TRADEMARKS, dated as of September 22, 2023 (this "Agreement"), among VILLAGE PET CARE, LLC, a Delaware limited liability company (the "Grantor") and MIDCAP FINANCIAL TRUST as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of September 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Village Pet Care Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), Village Pet Care, LLC (the "Borrower"), the Lenders from time to time party thereto and the Collateral Agent, as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement dated as of September 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Trademarks listed on Schedule I, (b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, (c) all Proceeds of any of the foregoing, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and (d) all other rights, priorities, and privileges arising thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). For the avoidance of doubt, and notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest is granted herein, in any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, 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 issuing from such Trademark application under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the Security Interest in the Trademark Collateral shall be released in accordance with Section 9.15 of the Credit Agreement and Section 5.12 of the Collateral Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "execute," "signed," "signature," and words of like import in or related to this Agreement 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.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF NEW YORK.

[Remainder of this page intentionally left blank]

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

**VILLAGE PET CARE, LLC**, as Grantor

DocuSigned by:  
By: Shane Kelly  
7B5C203A4B214A2...  
Name: Shane Kelly  
Title: Chief Executive Officer

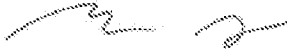
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008207 FRAME: 0570**

MIDCAP FINANCIAL TRUST, as Collateral Agent

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management, GP, LLC, its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**Schedule I**

<b>Owner</b>	<b>Trademark</b>	<b>Application Number/Application Date</b>	<b>Registration Number/Registration Date</b>
Village Pet Care, LLC	LUCKY DOG BARK AND BREW!	87865866 April 6, 2018	5803159 July 16, 2019
Village Pet Care, LLC	LUCKY DOG BARK AND BREW!	87865849 April 6, 2018	5803158 July 16, 2019
Village Pet Care, LLC	CHATEAU POOCHIE IT'S A DOG'S WORLD	77152974 April 10, 2007	3683571 September 15, 2009