

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carolina Pet Service, LLC		11/15/2023	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Blue Owl Capital Corporation, as Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4997660		
Registration Number:	4997665	ALWAYS HERE WHEN YOUR PET NEEDS US MOST	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058516-0183		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/15/2023		
Total Attachments: 7			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of November 15, 2023, is made by CAROLINA PET SERVICE, LLC, a North Carolina limited liability company, PETVET OPERATING, LLC, a Delaware limited liability company, PETVET CARE CENTERS MANAGEMENT, LLC, a Delaware limited liability company, HDM PHARMACY, LLC, a Kentucky limited liability company, and PALM BEACH EQUINE CLINIC, LLC, a Delaware limited liability company (the “Grantors” and each a “Grantor”), in favor of Blue Owl Capital Corporation, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of November 15, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Romulus Intermediate Holdings 2 Inc., a Delaware corporation (“Holdings”), PetVet Care Centers, LLC, a Delaware limited liability company (the “Borrower”), the several lenders from time to time parties thereto (each, a “Lender” and, collectively, the “Lenders”) and Blue Owl Capital Corporation, as the Administrative Agent, the Swingline Lender, a Letter of Credit Issuer and the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of November 15, 2023 (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”), in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 or the Security Agreement, as applicable.
2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property, such grant including, without limitation, those items listed on Schedule A hereto, the goodwill associated with such Trademarks and all rights, priorities and privileges related thereto and all rights to sue at law or in equity for any infringement or other impairment of such Trademarks, including the right to receive all Proceeds therefrom (the “Collateral”), to the Agent for the benefit of the Secured Parties as

collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. 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. Each Grantor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. Each Grantor shall, at its sole expense, take all further actions required under applicable law or reasonably requested by the Agent to record and perfect its security interest in and to the Collateral.

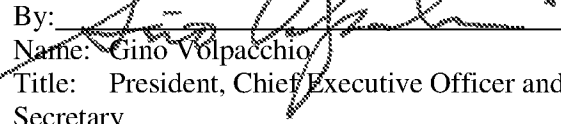
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. 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 or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. Governing Law: THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

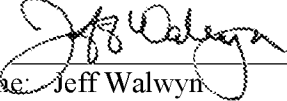
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CAROLINA PET SERVICE, LLC
PETVET OPERATING, LLC
PETVET CARE CENTERS MANAGEMENT, LLC
HDM PHARMACY, LLC
PALM BEACH EQUINE CLINIC, LLC,
as the Grantors

By: 
Name: Gino Volpacchio
Title: President, Chief Executive Officer and
Secretary






BLUE OWL CAPITAL CORPORATION,
as the Agent

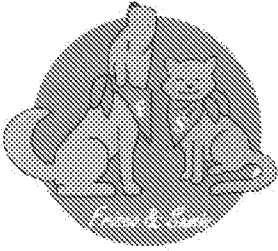
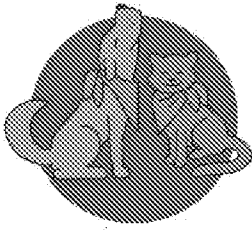
By: Blue Owl Credit Advisors LLC, its Investment
Advisor


By: 
Name: Jeff Walwyn
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Title	Filing Date	Serial No.	Grant Date	Reg. No.	Owner
	(Design only)	11/20/2015	86827482	7/12/2016	4997660	Carolina Pet Service, LLC
ALWAYS HERE WHEN YOUR PET NEEDS US MOST	ALWAYS HERE WHEN YOUR PET NEEDS US MOST	11/20/2015	86827564	7/12/2016	4997665	Carolina Pet Service, LLC
	PET DOCTORS OF AMERICA	11/28/2007	77339136	7/22/2008	3471242	PetVet Operating, LLC
	(Design only)	5/2/2018	87904542	12/18/2018	5632319	PetVet Care Centers Management, LLC
	(Design only)	6/16/2022	97461971	7/18/2023	7114244	PetVet Care Centers Management, LLC
	PETVET CARE CENTERS	6/16/2022	97461976			PetVet Care Centers Management, LLC
FRISCO & SUMIS	FRISCO & SUMIS	8/19/2014	86370499	9/22/2015	4816188	PetVet Operating, LLC

Trademark	Title	Filing Date	Serial No.	Grant Date	Reg. No.	Owner
	FS FRISCO & SUMIS and Design	8/19/2014	86371176	9/22/2015	4816197	PetVet Operating, LLC
	(Design only)	6/7/2022	97447211	7/18/2023	7112030	PetVet Operating, LLC
HAGYARD	HAGYARD	11/27/2012	85787788	8/27/2013	4391190	PetVet Operating, LLC
ANIMAL EYE GUYS	ANIMAL EYE GUYS	7/20/2023	98094025			PetVet Operating, LLC
VetweRX	VETWER X	11/19/2012	85783276	7/30/2013	4375390	PetVet Operating, LLC
HAGYARD	HAGYARD	12/27/2012	85787786	12/9/2014	4653412	HDM Pharmacy, LLC
RESOLVET	RESOLVE T	2/12/2014	86191953	5/19/2015	4740264	HDM Pharmacy LLC
relyne ^{GI}	RELYNEG I	1/4/2016	86864219	8/16/2016	5021978	HDM Pharmacy, LLC
MAVANA	MAVANA	10/13/2015	86786367	8/1/2017	5256908	PetVet Operating, LLC

Trademark	Title	Filing Date	Serial No.	Grant Date	Reg. No.	Owner
POWER TO THE PRACTICE	POWER TO PRACTICE	4/3/2018	87860620	7/7/2020	6096879	PetVet Operating, LLC
 Palm Beach Equine Clinic	PALM BEACH EQUINE CLINIC	2/1/2008	76686422	6/16/2009	3637165	Palm Beach Equine Clinic, LLC