

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862914

<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>
BEST FRIENDS PET CARE, INC.		12/21/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lafayette Square Loan Servicing, LLC		
<b>Street Address:</b>	PO Box 25250, PMB 13941		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33102		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2630700	BEST FRIENDS PET RESORTS & SALONS	
<b>Registration Number:</b>	4728652	BEST FRIENDS VETERINARY GROUP	
<b>Registration Number:</b>	2049684	BEST FRIENDS PET CARE	
<b>Registration Number:</b>	3306364	BEST FRIENDS PET CARE	
<b>Registration Number:</b>	5402742	BEST FRIENDS PET HOTEL	
<b>Registration Number:</b>	4615248	BEST FRIENDS TOTAL PET CARE	
<b>Registration Number:</b>	4615249	BEST FRIENDS TOTAL PET CARE	
<b>Registration Number:</b>	7134576	BEST FRIENDS DOGGY DAYCARE & SPA	
<b>Registration Number:</b>	7134577	BEST FRIENDS DOGGY DAYCARE	
<b>Serial Number:</b>	98280665	COUNTRY LANE PET RESORT POWERED BY BEST	
<b>Serial Number:</b>	98280749	10,000 WAGS	
<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>Email:</b>	kareem.ansley@blankrome.com		
<b>Correspondent Name:</b>	KAREEM ANSLEY		
<b>Address Line 1:</b>	BLANK ROME LLP		
<b>Address Line 2:</b>	717 TEXAS AVENUE, SUITE 1400		

CH \$290.00 2630700

<b>Address Line 4:</b>	HOUSTON, TEXAS 77002
<b>ATTORNEY DOCKET NUMBER:</b>	159823-01026
<b>NAME OF SUBMITTER:</b>	Kareem Ansley
<b>SIGNATURE:</b>	/Kareem Ansley/
<b>DATE SIGNED:</b>	12/21/2023
<b>Total Attachments: 9</b> source=IP Security Agreement (Lafayette-Best Friends) - Executed#page1.tif source=IP Security Agreement (Lafayette-Best Friends) - Executed#page2.tif source=IP Security Agreement (Lafayette-Best Friends) - Executed#page3.tif source=IP Security Agreement (Lafayette-Best Friends) - Executed#page4.tif source=IP Security Agreement (Lafayette-Best Friends) - Executed#page5.tif source=IP Security Agreement (Lafayette-Best Friends) - Executed#page6.tif source=IP Security Agreement (Lafayette-Best Friends) - Executed#page7.tif source=IP Security Agreement (Lafayette-Best Friends) - Executed#page8.tif source=IP Security Agreement (Lafayette-Best Friends) - Executed#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is dated as of December 21, 2023, by and among BEST FRIENDS PET CARE, INC., a Delaware corporation (“BFPC”, together with each other Person joined as a party to this Agreement as a grantor from time to time, and all of their respective permitted successors and assigns, collectively the “Grantors” and each individually, a “Grantor”), and LAFAYETTE SQUARE LOAN SERVICING, LLC, as agent (in such capacity, together with its successors and assigns in such capacity, “Agent”) for the Lenders (as defined below).

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) by and among BFPC, BEST FRIENDS PET CARE HOLDINGS, INC., a Delaware corporation (“Holdings”), BAXTERPAWS, LLC, a Texas limited liability company (“Baxter”), and BEST FRIENDS PET CARE INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Intermediate” and, collectively as co-borrowers with Holdings, Baxter, BFPC and each other Person joined as a party to the Credit Agreement as a “Borrower” in accordance with Section 6.12 thereof, and all of their respective permitted successors and assigns, “Borrowers” and each individually, a “Borrower”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually, a “Lender”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor has granted to Agent a lien and security interest in substantially all of its assets to secure the Obligations; and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent’s Liens in the Intellectual Property of Grantor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Agent of the Obligations under the Credit Agreement, Grantor hereby collaterally assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of Grantor’s Collateral, including all right, title and interest of Grantor in, to and under the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the “IP Collateral”):

(a) all of Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); *provided* that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law;

(b) all of Grantor's (i) copyrights, copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 2, (ii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing, collectively, the "Copyrights");

(c) all of Grantor's patents and patent applications, including (i) the patents and patent applications listed on Schedule 3, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Patents"); and

(d) all reissues, continuations or extensions of the foregoing (as applicable) and all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for any infringement of any Intellectual Property.

Notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "IP Collateral" shall not include, any license, lease, contract or agreement to which Grantor is a party and all software or related goods and/or databases licensed or provided thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license, lease contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other Applicable Law), *provided, however*, that, upon Agent's reasonable request, Grantor will use commercially reasonable efforts to obtain

consent to the granting of a security interest therein to Agent (to the extent such prohibition is not otherwise unenforceable pursuant to the provisions of Article 9 of the UCC) and, at such time such consent is obtained, the lease, license or other agreement shall constitute "IP Collateral" hereunder and the security interest created hereunder shall extend to such lease, license or other agreement, in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement. For the avoidance of doubt, none of the Excluded Property shall constitute IP Collateral; provided that the security interest granted to Agent hereunder shall attach immediately to any asset of any Grantor that would otherwise constitute IP Collateral at such time as such asset ceases to meet any applicable criteria for "Excluded Property" described in the definition hereof.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with, Agent and Lenders that Schedule 1, Schedule 2 and Schedule 3 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any such new IP Collateral of such Grantor identified in a written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, applied to contracts to be performed wholly within the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature

delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to, this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.


10. TERMINATION. The security interests, liens and rights granted to Agent and Lenders hereunder shall continue in full force and effect until all of the Obligations of each Credit Party have been paid in full and all commitments of Lenders to extend credit to Borrowers have expired or been terminated. Accordingly, each Credit Party waives any rights which it may have under the Uniform Commercial Code to demand the filing of termination statements with respect to the IP Collateral, and Agent shall not be required to send such termination statements to Credit Parties, or to file them with any filing office, unless and until this Agreement shall have been terminated in accordance with its terms and all Obligations have been paid in full in immediately available funds. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until all Obligations are paid in full.

[Signature page to follow]

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.

**GRANTOR:**

**BEST FRIENDS PET CARE, INC.**

By:   
Name: Jared Pinsker  
Title: Chief Executive Officer and President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

Trademarks

<b>Mark</b>	<b>Owner</b>	<b>Registration No/ (Application No.)</b>	<b>Status</b>
BEST FRIENDS PET RESORTS & SALONS	Best Friends Pet Care, Inc.	2630700	Live
BEST FRIENDS VETERINARY GROUP	Best Friends Pet Care, Inc.	4728652	Live
BEST FRIENDS PET CARE	Best Friends Pet Care, Inc.	2049684	Live
	Best Friends Pet Care, Inc.	3306364	Live
BEST FRIENDS PET HOTEL	Best Friends Pet Care, Inc.	5402742	Live
BEST FRIENDS TOTAL PET CARE	Best Friends Pet Care, Inc.	4615248	Live
	Best Friends Pet Care, Inc.	4615249	Live



<b>Mark</b>	<b>Owner</b>	<b>Registration No/ (Application No.)</b>	<b>Status</b>
BEST FRIENDS DOGGY DAYCARE & SPA	Best Friends Pet Care, Inc.	7134576	Live
BEST FRIENDS DOGGY DAYCARE	Best Friends Pet Care, Inc.	7134577	Live
COUNTRY LANE PET RESORT POWERED BY BEST FRIENDS PET	Best Friends Pet Care, Inc.	(98280665)	Live
10,000 WAGS	Best Friends Pet Care, Inc.	(98280749)	Live

SCHEDULE 2

Copyrights

<b>Title</b>	<b>Owner</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
Doggy day camp policies & procedures & 1 other manual.	Best Friends Pet Care, Inc.	11/24/1998	TXu000883302
Grooming salon standard supplies & equipment manual & 4 other manuals.	Best Friends Pet Care, Inc.	11/24/1998	TXu000883300
Internal training manuals.	Best Friends Pet Care, Inc.	11/24/1998	TXu000674430
New center opening classroom training manual & 1 other manual.	Best Friends Pet Care, Inc.	11/24/1998	TXu000883301

SCHEDULE 3

Patents

None.

Schedule 3 to Intellectual Property Security Agreement