

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamond Animal Health, Inc.		12/29/2023	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association, as Agent		
Street Address:	525 West Monroe Street, Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1917148	DIAMOND	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Michael A. Witt		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Michael A. Witt		
SIGNATURE:	/Michael A. Witt/		
DATE SIGNED:	12/29/2023		
Total Attachments: 4			
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OP \$40.00 1917148

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”), dated as of December 29, 2023, is entered into by **DIAMOND ANIMAL HEALTH, INC.**, an Iowa corporation (“*Grantor*”), in favor of **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, as the administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns, the “*Agent*”) under the Credit Agreement (defined below).

WHEREAS, Grantor, Veterinary Pharmacy Corporation, a Minnesota corporation, and Veterinary Solutions Realty LLC, a Delaware limited liability company (collectively, the “*Borrower*”), are borrowers under that certain Revolving Credit and Term Loan Agreement, dated as of February 14, 2020, by and among Borrower, Veterinary Solutions Holdings LLC, a Delaware limited liability company (“*Parent*”), the Guarantors party thereto, the Lenders party thereto, and the Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement, dated as of February 14, 2020, in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

2. Security Interest. As security for the Obligations, Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

3. Incorporation by Reference. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Intellectual Property Security Agreement in favor of the Agent, as of the date first written above.

GRANTOR:

DIAMOND ANIMAL HEALTH, INC.,
an Iowa corporation

By: 

Name: Dean Warras

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008303 FRAME: 0823

ACKNOWLEDGED AND ACCEPTED:


ASSOCIATED BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____

Name: Craig W. Thessin

Title: Senior Vice President

EXHIBIT A

Mark	Record Owner	Registration Number	Date of Registration	Country of Registration
	DIAMOND ANIMAL HEALTH, INC.	1917148	Sept. 5, 1995	USA