

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM153575

<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>
A Place for Rover, Inc.		02/27/2024	Corporation: DELAWARE
DogVacay, Inc.		02/27/2024	Corporation: DELAWARE
PetCareNow, Inc.		02/27/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Golub Capital Markets LLC, as Collateral Agent		
<b>Street Address:</b>	c/o Golub Capital		
<b>Internal Address:</b>	150 S Wacker Drive   Suite 500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7239028	ROVER	
<b>Registration Number:</b>	7282759	ROVER	
<b>Registration Number:</b>	7153840	ROVER	
<b>Registration Number:</b>	7110678	ROVER	
<b>Registration Number:</b>	7148253	ROVER	
<b>Registration Number:</b>	7153841	ROVER	
<b>Registration Number:</b>	7004855	ROVER	
<b>Registration Number:</b>	7167019	ROVER	
<b>Registration Number:</b>	7179157	ROVER	
<b>Registration Number:</b>	7148254	ROVER	
<b>Registration Number:</b>	7167020	ROVER	
<b>Registration Number:</b>	7220994	ROVER	
<b>Registration Number:</b>	6048010	ROVER.COM THE DOG PEOPLE	
<b>Registration Number:</b>	5343747	ROVER	
<b>Registration Number:</b>	4493276	ROVER	
<b>Registration Number:</b>	7179158	R	

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Property Type	Number	Word Mark
Registration Number:	6646446	DRINK WINE. PET DOG. REPEAT.
Registration Number:	6646447	DRINK WINE. PET DOG. REPEAT.
Registration Number:	5427288	DAILY TREAT
Registration Number:	6059098	THE DOG PEOPLE
Registration Number:	5420867	ROVER
Registration Number:	4291408	DOGVACAY
Registration Number:	5647446	GOODPUP
Registration Number:	5593868	SHORT INTERVAL TRAINING (SIT!)
Registration Number:	6364656	PETCARENOW
Serial Number:	90671991	ROVER
Serial Number:	98171943	
Serial Number:	98109200	GOODPUP

**CORRESPONDENCE DATA**

**Fax Number:** 4045725100  
*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:** 4045723428  
**Email:** AAmicoOlchaskey@KSLAW.com  
**Correspondent Name:** Angela Amico Olchaskey  
**Address Line 1:** 1180 Peachtree Street, NE | Suite 1600  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	31841.515010
<b>NAME OF SUBMITTER:</b>	Angela Olchaskey
<b>SIGNATURE:</b>	Angela Olchaskey
<b>DATE SIGNED:</b>	02/27/2024

**Total Attachments: 9**  
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**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of February 27, 2024, by A Place for Rover, Inc., DogVacay, Inc. and PetCareNow, Inc. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Golub Capital Markets LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, the Grantors are party to a Security Agreement dated as of February 27, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement (whether directly or by reference to another agreement or document, including the Credit Agreement) and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all of the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, as promptly as practicable execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other

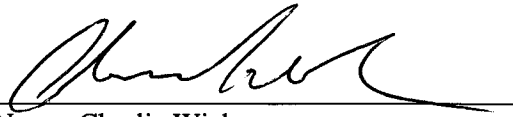
electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

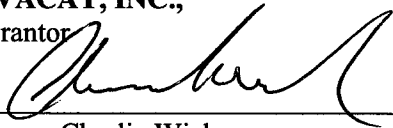
**A PLACE FOR ROVER, INC.,**  
as a Grantor

By: 

Name: Charlie Wickers

Title: Chief Financial Officer

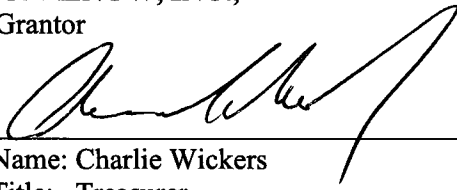
**DOGVACAY, INC.,**  
as a Grantor

By:  \_\_\_\_\_

Name: Charlie Wickers

Title: Chief Financial Officer

**PETCARENOW, INC.,**  
as a Grantor

By:   
Name: Charlie Wickers  
Title: Treasurer












**GOLUB CAPITAL MARKETS LLC**, as Collateral  
Agent



By:   
Name: Marc C. Robinson  
Title: Senior Managing Director



**Schedule I  
to Trademark Security Agreement**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Record Owner</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
 <b>Rover</b>	A Place for Rover, Inc.	97259619	09-FEB-2022	7239028	12-DEC-2023	REGISTERED
<b>ROVER</b>	A Place for Rover, Inc.	90671991	26-APR-2021	PENDING	PENDING	PENDING
<b>ROVER</b>	A Place for Rover, Inc.	90671983	26-APR-2021	7282759	23-JAN-2024	REGISTERED
 <b>Rover</b>	A Place for Rover, Inc.	97259612	09-FEB-2022	7153840	5-SEPT-2023	REGISTERED
 <b>Rover</b>	A Place for Rover, Inc.	97259605	09-FEB-2022	7110678	18-JUL-2023	REGISTERED
 <b>Rover</b>	A Place for Rover, Inc.	97259593	09-FEB-2022	7148253	29-AUG-2023	REGISTERED
 <b>Rover</b>	A Place for Rover, Inc.	97259634	09-FEB-2022	7153841	5-SEPT-2023	REGISTERED
 <b>Rover</b>	A Place for Rover, Inc.	97259627	09-FEB-2022	7004855	21-MAR-2023	REGISTERED
 <b>Rover</b>	A Place for Rover, Inc.	97259596	09-FEB-2022	7167019	19-SEPT-2023	REGISTERED
 <b>Rover</b>	A Place for Rover, Inc.	97259583	09-FEB-2022	7179157	3-OCT-2023	REGISTERED
 <b>Rover</b>	A Place for Rover, Inc.	97259616	09-FEB-2022	7148254	29-AUG-2023	REGISTERED
 <b>Rover</b>	A Place for Rover, Inc.	97259601	09-FEB-2022	7167020	19-SEPT-2023	REGISTERED
 <b>Rover</b>	A Place for Rover, Inc.	90976457	26-APR-2021	7220994	21-NOV-2023	REGISTERED

<b>Trademark</b>	<b>Record Owner</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
ROVER.COM THE DOG PEOPLE	A Place for Rover, Inc.	87500180	21-JUN-2017	6048010	5-MAY-2020	REGISTERED
<b>ROVER</b>	A Place for Rover, Inc.	86841189	07-DEC-2015	5343747	28-NOV-2017	REGISTERED
<b>ROVER</b>	A Place for Rover, Inc.	85519439	18-JAN-2012	4493276	11-MAR-2014	REGISTERED
	A Place for Rover, Inc.	97259609	09-FEB-2022	7179158	3-OCT-2023	REGISTERED
DRINK WINE. PET DOG. REPEAT.	A Place for Rover, Inc.	90879692	12-AUG-2021	6646446	15-FEB-2022	REGISTERED
DRINK WINE. PET DOG. REPEAT.	A Place for Rover, Inc.	90879702	12-AUG-2021	6646447	15-FEB-2022	REGISTERED
<b>DAILY TREAT</b>	A Place for Rover, Inc.	87559110	07-AUG-2017	5427288	20-MAR-2018	REGISTERED
THE DOG PEOPLE	A Place for Rover, Inc.	87500177	21-JUN-2017	6059098	19-MAY-2020	REGISTERED
<b>ROVER</b>	A Place for Rover, Inc.	86832450	25-NOV-2015	5420867	13-MAR-2018	REGISTERED
	DogVacay, Inc.	98171943	08-SEPT-2023	PENDING	PENDING	PENDING
<b>DOGVACAY</b>	DogVacay, Inc.	85608477	25-APR-2012	4291408	19-FEB-2013	REGISTERED
<b>GOODPUP</b>	PetCareNow, Inc.	98109200	31-JULY-2023	PENDING	PENDING	PENDING
<b>GOODPUP</b>	PetCareNow, Inc.	87914228	09-MAY-2018	5647446	8-JAN-2019	REGISTERED

<b>Trademark</b>	<b>Record Owner</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
Short Interval Training (SIT!)	PetCareNow, Inc.	87712770	07-DEC-2017	5593868	30-OCT-2018	REGISTERED
<b>PetCareNow</b>	PetCareNow, Inc.	87586694	28-AUG-2017	6364656	25-MAY- 2021	REGISTERED