

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pathway Vet Alliance LLC		03/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent and Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	77572514	E EYE CARE FOR ANIMALS	
Serial Number:	77572526	SEEING LIFE THROUGH YOUR PET'S EYES	
Serial Number:	87564234	PERRIN-410 ANIMAL HOSPITAL BEST CARE ANY	
Serial Number:	87545273	PERRIN-410 ANIMAL HOSPITAL	
Serial Number:	88220678	VETERINARY GROWTH PARTNERS	
Serial Number:	86783702	VITALRADS	
Serial Number:	85700856	VOSM	
Serial Number:	77230738	VOSM VETERINARYORTHOPEDIC SPORTSMEDICINE	
Serial Number:	86671464	VOSM ACADEMY	
Serial Number:	86671495	VOSM ACADEMY CERTIFIED FACILITY	
Serial Number:	86671520	VOSM ACADEMY CERTIFIED PRACTITIONER	
Serial Number:	87636364	WE KNOW PETS	
Serial Number:	85972671	SAINT FRANCIS VETERINARY EMERGENCY	
Serial Number:	77809334	SAINT FRANCIS VETERINARY SPECIALISTS	
Serial Number:	88775855	CONSIDERATE CARE	
Serial Number:	87716369	THE PET HOSPITALS	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2127514864

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: 2129061209

Email: jessica.bajada-silva@lw.com

Correspondent Name: LATHAM & WATKINS LLP,C/O J. Bajada-Silva

Address Line 1: 885 Third Ave

Address Line 4: New York City, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	038507-0876
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NAME OF SUBMITTER:	Jessica Bajada-Silva
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SIGNATURE:	/s/ Jessica Bajada-Silva
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DATE SIGNED:	04/01/2020
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Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of March 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by PATHWAY VET ALLIANCE LLC (“**Grantor**”) in favor of Ares Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Second Lien Security Agreement dated as of March 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto;
- (ii) all goodwill of the business connected with the use of and symbolized thereby
- (iii) all rights to sue or otherwise recover for any past, present and future infringements, dilutions or other violations thereof;
- (iv) all Proceeds of the foregoing; and
- (v) all other rights corresponding thereto;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to 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, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

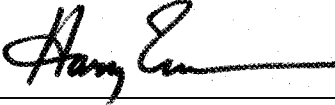
SECTION 7. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PATHWAY VET ALLIANCE LLC, as a Grantor


By:  _____

Name: Harry L. Zimmerman

Title: Chief Legal Officer & Secretary

ACCEPTED AND ACKNOWLEDGED BY:


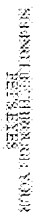


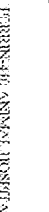

ARES CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent

By: _____  _____

Name: Joshua Bloomstein
Title: Authorized Signatory

SCHEDULE A
10
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Country	Application No.	Registration No.	Registration Date	Trademark	Owner
US	77572514	3791920	5/25/2010	 E EYE CARE FOR ANIMALS and Design	Pathway Vet Alliance LLC
US	77572526	3611958	4/28/2009	 SEEING LIFE THROUGH YOUR PET'S EYES	Pathway Vet Alliance LLC
US	88095157 <u>Pending ITU</u>	--	--	 PATHWAY VET ALLIANCE logo	Pathway Vet Alliance LLC
US	87564234	5427558	3/20/2018	 PERRIN-410 ANIMAL HOSPITAL BEST CARE ANY	Pathway Vet Alliance LLC
US	87545273	5422487	3/13/2018	 PERRIN-410 ANIMAL HOSPITAL	Pathway Vet Alliance LLC
US	88220678	5987578	02/18/2020	 GROWTH PARTNERS VETERINARY logo	Pathway Vet Alliance LLC

US	86783702	4987362	6/28/2016	VitalRads VITALRADS VOSM VOSM VETERINARYORTHOPEDIC SPORTSMEDICINEGROUP	Pathway Vet Alliance LLC
US	85700856	4323576	4/23/2013	VOSM VOSM VETERINARYORTHOPEDIC SPORTSMEDICINEGROUP	Pathway Vet Alliance LLC
US	77230738	3429919	5/20/2008	VOSM VETERINARYORTHOPEDIC SPORTSMEDICINEGROUP	Pathway Vet Alliance LLC
US	86671464	5242025	7/11/2017	VOSM ACADEMY VOSM ACADEMY CERTIFIED FACILITY	Pathway Vet Alliance LLC
US	86671495	5360369	12/19/2017	VOSM ACADEMY CERTIFIED PRACTITIONER	Pathway Vet Alliance LLC
US	86671520	5360370	12/19/2017	VOSM ACADEMY CERTIFIED PRACTITIONER	Pathway Vet Alliance LLC
US	87636364	5468665	5/15/2018	WE KNOW PETS SAINT FRANCIS VETERINARY EMERGENCY	Pathway Vet Alliance LLC
US	85972671	4668270	1/6/2015	SAINT FRANCIS VETERINARY EMERGENCY	Pathway Vet Alliance LLC
US	77809334	3789746	5/18/2010	 SAINT FRANCIS VETERINARY SPECIALISTS	Pathway Vet Alliance LLC
US	88775855	--	--	CONSIDERATE CARE CONSIDERATE CARE	Pathway Vet Alliance LLC
US	87716369	5486644	06/05/2018	 THE PET HOSPITALS and design	Pathway Vet Alliance, LLC

TRADEMARK

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RECORDED: 04/01/2020