

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689976

<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>
LAKEFIELD VETERINARY GROUP, INC.		11/23/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR Loan Administration Services LLC		
<b>Street Address:</b>	555 California Street, 50th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5379288		
<b>Registration Number:</b>	5887026		
<b>Registration Number:</b>	4970186	BRIXTON	
<b>Registration Number:</b>	4898337	BRIXTON	
<b>Registration Number:</b>	5287667	LAKEFIELD VETERINARY GROUP	
<b>Registration Number:</b>	5318512	LAKEFIELD VETERINARY GROUP	
<b>Registration Number:</b>	5928540	SHADY GROVE PET RESORT	
<b>Registration Number:</b>	6217312	VETERINARY MEDICAL CENTER OF THE WOODLAN	
<b>Registration Number:</b>	5928539	WHITE PLAINS PET RESORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>Phone:</b>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		

OP \$240.00 5379288

<b>ATTORNEY DOCKET NUMBER:</b>	22939.515156
<b>NAME OF SUBMITTER:</b>	Moira Sheehan
<b>SIGNATURE:</b>	/Moira Sheehan/
<b>DATE SIGNED:</b>	11/23/2021

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2021 (this “*Agreement*”), is made by each of the entities listed on the signature pages hereto (the “*Grantor*”), in favor of KKR Loan Administration Services LLC, as Administrative Agent (in such capacity and together with its successors and assigns, the “*Administrative Agent*”) for itself and the other Secured Creditors.

### PRELIMINARY STATEMENTS

A. Reference is made to that certain Credit and Guaranty Agreement, dated as of November 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among the Borrowers, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (“*Lenders*”), the L/C Issuers from time to time party thereto and the Administrative Agent.

B. The Grantor is party to that certain Security Agreement, dated as of November 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Administrative Agent, for the benefit of the Secured Creditors, pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the for the prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in the following Collateral of the Grantor (the “*Trademark Collateral*”):

- (a) all of its trademarks, trademark applications and trademark licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill associated therewith; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any U.S. trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark

Office) or any intellectual property if the grant of a Lien on or security interest in such intellectual property is prohibited by law or would result in the abandonment, impairment, cancellation or voiding of any right, title or interest in such intellectual property.

**Section 3. Pledge and Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees 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 herein by reference, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms. In the event that any provision of this Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

**Section 4. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

**Section 5. Recordation.** The Grantor authorizes and requests that the United States Patent and Trademark Office record this Agreement.

**Section 6. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by the Grantor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 7. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. In addition, each party hereto hereby irrevocably and unconditionally agrees to be bound by the provisions of Section 14(g) and Section 14(h) of the Security Agreement as if set forth in full herein and modified *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, each Grantor has caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

**LAKEFIELD VETERINARY GROUP, INC.,**  
as Grantor

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



Name: Clint Werts

Title: Chief Financial Officer

[Signature Pages – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007503 FRAME: 0504**

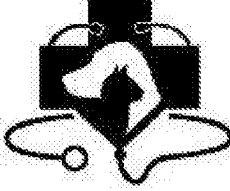



Accepted and agreed to as of  
the date first above written.

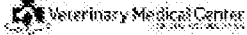

**KKR LOAN ADMINISTRATION SERVICES LLC,**  
as Administrative Agent

By: John Knox  
Name: John Knox  
Title: CFO



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Owner	Country	Mark / Image	Reg. No.	Reg. Date
LAKEFIELD VETERINARY GROUP, INC.	USA		5,379,288	01/16/2018
LAKEFIELD VETERINARY GROUP, INC.	USA		5,887,026	10/15/2019
LAKEFIELD VETERINARY GROUP, INC.	USA	BRIXTON	4,970,186	05/31/2016
LAKEFIELD VETERINARY GROUP, INC.	USA	BRIXTON	4,898,337	02/09/2016
LAKEFIELD VETERINARY GROUP, INC.	USA	LAKEFIELD VETERINARY GROUP	5,287,667	09/12/2017
LAKEFIELD VETERINARY GROUP, INC.	USA	LAKEFIELD VETERINARY GROUP 	5,318,512	10/24/2017
LAKEFIELD VETERINARY GROUP, INC.	USA	SHADY GROVE PET RESORT  Shady Grove PET RESORT	5,928,540	12/03/2019

Owner	Country	Mark / Image	Reg. No.	Reg. Date
LAKEFIELD VETERINARY GROUP, INC.	USA	VETERINARY MEDICAL CENTER OF THE WOODLANDS 	6,217,312	12/08/2020
LAKEFIELD VETERINARY GROUP, INC.	USA	WHITE PLAINS PET RESORT 	5,928,539	12/03/2019

## 2. TRADEMARK APPLICATIONS

COUNTRY	OWNER	MARK	SERIAL NO.	FILED
USA	LAKEFIELD VETERINARY GROUP, INC.	BRIDGETOWN VETERINARY EMERGENCY + REFERRAL  BRIDGETOWN VETERINARY EMERGENCY + REFERRAL	90/768,779	06/11/2021
USA	LAKEFIELD VETERINARY GROUP, INC.	CROSS CREEK VETERINARY HOSPITAL  Cross Creek VETERINARY HOSPITAL	90/780,320	06/17/2021

## 3. TRADEMARK LICENSES

None.