

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VETERINARY PRACTICE PARTNERS, LLC		12/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
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: 2			
Property Type	Number	Word Mark	
Registration Number:	5252963	VETERINARY PRACTICE PARTNERS	
Registration Number:	5295971	VPP VETERINARY PRACTICE PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11668.547		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	12/01/2021		
Total Attachments: 5			
source=VPP - Trademark Security Agreement (Executed)#page1.tif			

CH \$65.00 5252963

source=VPP - Trademark Security Agreement (Executed)#page2.tif
source=VPP - Trademark Security Agreement (Executed)#page3.tif
source=VPP - Trademark Security Agreement (Executed)#page4.tif
source=VPP - Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this "Trademark Security Agreement"), dated as of December 1, 2021, is made by Veterinary Practice Partners, LLC, a Delaware limited liability company (the "Grantor"), in favor of Ares Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 1, 2021 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "Credit Agreement"), by and among VPP Buyer, Inc., a Delaware corporation (the "Initial Borrower" and, after giving effect to the Borrower Assumption, "Holdings"), VPP Intermediate Holdings, LLC, a Delaware limited liability company (after giving effect to the Borrower Assumption, the "Borrower"), the Lenders party thereto from time to time and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guarantee and Collateral Agreement, dated as of even date herewith (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "Guarantee and Collateral Agreement"), made by Holdings, the Borrower and the other Domestic Loan Parties signatory thereto in favor of the Agent, to guarantee the Secured Obligations of the Borrower; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

2. **Grant of Security Interest in Trademarks.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its United States Trademarks (other than those Trademarks which are Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; 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, without limitation, 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.

3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

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 its Trademarks and Trademark Licenses subject to a security interest hereunder, consistent with the Grantor's obligation and subject to the limitations otherwise set forth in the Guarantee and Collateral Agreement.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile or other electronic method of transmission shall be as effective as delivery of a manually executed counterpart hereof.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

VETERINARY PRACTICE PARTNERS, LLC,
as Grantor

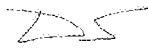
By: Christopher Laws
Name: Christopher Laws
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007514 FRAME: 0600

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION, as Agent

By: 
Name: David Schwartz
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

RECORDED: 12/01/2021

**TRADEMARK
REEL: 007514 FRAME: 0601**