

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM692016

<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>
VALLEY VETERINARY CLINIC LLC		12/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MAIN STREET CAPITAL CORPORATION		
<b>Street Address:</b>	1300 Post Oak Blvd. 8th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2338038	BROOKSIDE	
<b>Registration Number:</b>	2921324	COMMAND	
<b>Registration Number:</b>	2208007	V VALLEY VET SUPPLY	
<b>Registration Number:</b>	3346628	WORK HARD, PLAY HARD	
<b>Registration Number:</b>	3072631	VALLEY NATURALS	
<b>Registration Number:</b>	2883906	COMMAND SERENE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7134693899		
<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>	713-469-3806		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	Michael Reyna		
<b>Address Line 1:</b>	811 Main Street, Suite 1700		
<b>Address Line 2:</b>	Reed Smith LLP		
<b>Address Line 4:</b>	Houston, TEXAS 77002-6110		
<b>NAME OF SUBMITTER:</b>	Michael Reyna		
<b>SIGNATURE:</b>	/Michael Reyna/		
<b>DATE SIGNED:</b>	12/02/2021		

OP \$165.00 2338038

**Total Attachments: 4**

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**GRANT OF TRADEMARK SECURITY INTEREST****Dated as of December 1, 2021**

**VALLEY VETERINARY CLINIC LLC**, a Delaware limited liability company (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to that certain Loan Agreement dated as of December 1, 2021 (the “Loan Agreement”) by and among VVS ACQUIRECO, LLC, a Delaware limited liability company (the “Company”), and each of its Subsidiaries, including Grantor, (collectively with the Company, “Debtors” and each, a “Debtor”), and MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as Agent (as defined in the Loan Agreement) for the ratable benefit of itself and the other Lenders (together with any successor Agent under the Loan Agreement, the “Secured Party”), pursuant to which, among other things, the Secured Party has agreed, subject to the terms and conditions set forth in the Loan Agreement, to make a certain loan to the Debtors. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Loan Agreement; and

**WHEREAS**, pursuant to the terms of the Loan Agreement, Grantor, as a co-borrower of the obligations under the Loan Agreement, has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined herein);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Loan Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor in whole or in part (including, without limitation, the trademarks and trademark applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under

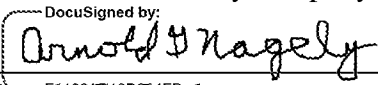
insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[The remainder of this page intentionally left blank.]**

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of date set forth above.

**VALLEY VETERINARY CLINIC LLC**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Arnold G. Nagely  
Title: Chief Executive Officer

**SCHEDULE A**  
**TO**  
**GRANT OF TRADEMARK SECURITY INTEREST**

<b>Title</b>	<b>Country</b>	<b>Reg. No.</b>	<b>App. / Serial No.</b>	<b>Reg. Date</b>
Brookside	US	2338038	75/637043	4/4/2000
Command	US	2921324	76/527390	1/25/2005
V Valley Vet Supply (& Design)	US	2208007	75/206949	12/8/1998
Work Hard, Play Hard	US	3346628	76/665727	12/4/2007
Valley Naturals	US	3072631	76/632005	3/28/2006
Command Serene	US	2883906	76/541746	9/14/2004