

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI12637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vets Plus, Inc.		02/07/2024	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Company Name:	Apogem Capital LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97632110	ENHANCED BY ADEPPT	
Serial Number:	97630448	ADEPPT	
Serial Number:	97439781	VETS PLUS VETS PLUS, INC. GLOBAL ANIMAL HEALTH	
Serial Number:	97439687	VETS PLUS	
Serial Number:	97439830	VETS PLUS VETS PLUS, INC. GLOBAL ANIMAL HEALTH	
Serial Number:	97439729	VETS PLUS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	(312)577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	Raquel Haleem		
DATE SIGNED:	02/07/2024		
Total Attachments: 5			

CH \$165.00.00 97632110

source=apogem vets plus trademark security agreement (vets plus) executed 2024#page1.tif
source=apogem vets plus trademark security agreement (vets plus) executed 2024#page2.tif
source=apogem vets plus trademark security agreement (vets plus) executed 2024#page3.tif
source=apogem vets plus trademark security agreement (vets plus) executed 2024#page4.tif
source=apogem vets plus trademark security agreement (vets plus) executed 2024#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of February 7, 2024, by Vets Plus, Inc., a Wisconsin corporation (“**Grantor**”), in favor of Apogem Capital LLC (as successor by appointment to Madison Capital Funding LLC), in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement, dated as of December 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of December 17, 2021, by and among Grantee, the other Loan Parties from time to time party thereto as “Grantors” and Grantor (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest in and Lien upon all of its Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, including all right, title and interest of Grantor in, to and under all now existing or hereafter adopted or acquired Trademarks (including all registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”; provided, that, Trademark Collateral shall not include any Excluded Property), whether now owned or at any time hereafter acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, those U.S. trademark registrations and applications referred to on Schedule A annexed hereto;

- (b) the right to obtain all renewals thereof;
- (c) all books and records pertaining to any of the foregoing;
- (d) all Proceeds and products of any of the foregoing; and
- (e) all collateral security and guarantees given by Grantor with respect to any of the foregoing.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

VETS PLUS, INC., a Wisconsin corporation

By:  DocuSigned by:
Name: Paul Hays 8C073220F5E74D5...
Title: Chief Executive Officer

Agreed and accepted as of
the date first written above:

APOGEM CAPITAL LLC, as Agent

By: 

Name: Junaid Sozer

Title: Managing Director

SCHEDULE A

Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date
ENHANCED BY ADEPPT	97632110	10/14/22	N/A	N/A
ADEPPT	97630448	10/13/22	N/A	N/A
VETS PLUS VETS PLUS, INC. GLOBAL ANIMAL HEALTH	97439781	6/02/22	7106288	7/11/23
VETS PLUS	97439687	6/02/22	7106262	7/11/23
VETS PLUS VETS PLUS, INC. GLOBAL ANIMAL HEALTH	97439830	6/02/22	7106295	7/11/23
VETS PLUS	97439729	6/02/22	7106274	7/11/23