

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI23029

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VETNIQUE LABS LLC		02/13/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	LBC CREDIT AGENCY SERVICES, LLC, as Agent		
Street Address:	c/o LBC Credit Partners, Inc., 555 E. Lancaster Avenue, Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6969939	ACTIVEBLISS	
Registration Number:	5162896	AMAZING WHAT A LITTLE CHEW CAN DO!	
Registration Number:	4553243	BOOT THE SCOOT!	
Registration Number:	7127757	CLEAR THE EAR	
Registration Number:	7055866	CREATED BY VETS FOR HAPPY PETS	
Registration Number:	6330297	DERMABLISS	
Registration Number:	6950687	DITCH THE ITCH	
Registration Number:	5852132	FURBLISS	
Registration Number:	5747385	FURBLISS	
Registration Number:	4203651	GLANDEX	
Registration Number:	7062361	GULPZ	
Registration Number:	7176467	OTICBLISS	
Registration Number:	6866924	OTICBLISS	
Registration Number:	6848487	PETBLISS	
Registration Number:	6719739	PILL AT WILL	
Registration Number:	7271903	PILL MATRIX TECHNOLOGY	
Registration Number:	5308384	PROFIVEX	
Registration Number:	6828926	SENIORBLISS	
Registration Number:	5002867	VETNIQUE LABS	
		TRADEMARK	

OP \$515.00.00 90879962

Property Type	Number	Word Mark
Registration Number:	7145607	PAWPASS

CORRESPONDENCE DATA

Fax Number: 4044435599

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: 14044435647

Email: cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser

Address Line 1: 1075 Peachtree Street, 35th Floor

Address Line 2: McGuireWoods LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2080125.0015
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	Carol Fraser
DATE SIGNED:	02/13/2024

Total Attachments: 6

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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 February 13, 2024, is made by Vetnique Labs LLC, a Delaware limited liability company (“**Grantor**”), in favor of LBC Credit Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 13, 2024 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Juneau Buyer LLC, a Delaware limited liability company (“**Holdings**”), Vetnique Labs LLC, a Delaware limited liability company (the “**Borrower**”), the other Credit Parties party thereto from time to time, Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of the Closing Date in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which 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 L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

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

2. **Grant of Security Interest in Trademark Collateral.** 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 of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Notwithstanding anything herein to the contrary, Grantor hereby assumes full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements subject to a security interest hereunder.

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.

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.

Very truly yours,

VETNIQUE LABS LLC, as Grantor

By: 
Name: James Bascharon
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

LBC CREDIT AGENCY SERVICES, LLC, as Agent

By: _____
Name: David E. Fraimow
Title: Senior Vice President

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.

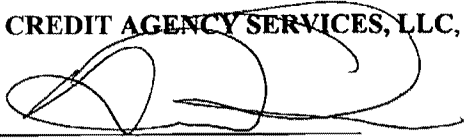
Very truly yours,

VETNIQUE LABS LLC, as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

LBC CREDIT AGENCY SERVICES, LLC, as Agent

By: 
Name: David E. Fraimow
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
ACTIVEBLISS	United States of America	Registered	90879962	8/12/2021	6969939	1/31/2023	Vetnique Labs LLC
AMAZING WHAT A LITTLE CHEW CAN DO!	United States of America	Registered	87044922	5/20/2016	5162896	3/14/2017	Vetnique Labs LLC
BOOT THE SCOOT!	United States of America	Registered	86012078	7/16/2013	4553243	6/17/2014	Vetnique Labs LLC
CLEAR THE EAR	United States of America	Registered	90341173	11/25/2020	7127757	8/1/2023	Vetnique Labs LLC
CREATED BY VETS FOR HAPPY PETS	United States of America	Registered	90197165	9/21/2020	7055866	5/16/2023	Vetnique Labs LLC
DERMABLISS	United States of America	Registered	88873800	4/15/2020	6330297	4/20/2021	Vetnique Labs LLC
DITCH THE ITCH	United States of America	Registered	90364338	12/7/2020	6950687	1/10/2023	Vetnique Labs LLC
FURBLISS	United States of America	Registered	87496516	6/19/2017	5852132	9/3/2019	Vetnique Labs LLC
FURBLISS	United States of America	Registered	87978805	6/19/2017	5747385	5/7/2019	Vetnique Labs LLC
GLANDEX	United States of America	Registered	85442272	10/7/2011	4203651	9/4/2012	Vetnique Labs LLC
GULPZ	United States of America	Registered	88636989	9/30/2019	7062361	5/23/2023	Vetnique Labs LLC
OTICBLISS	United States of America	Registered	88775802	1/28/2020	7176467	9/26/2023	Vetnique Labs LLC
OTICBLISS	United States of America	Registered	88984574	1/28/2020	6866924	10/4/2022	Vetnique Labs LLC
PETBLISS	United States of America	Registered	90977652	12/28/2020	6848487	9/13/2022	Vetnique Labs LLC

Mark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
PILL AT WILL	United States of America	Registered	90139649	8/26/2020	6719739	5/3/2022	Vetnique Labs LLC
PILL MATRIX TECHNOLOGY	United States of America	Registered (Supplemental Register)	90877064	8/11/2021	7271903	1/9/2024	Vetnique Labs LLC
PROFIVEX	United States of America	Registered	87283067	12/28/2016	5308384	10/10/2017	Vetnique Labs LLC
SENIORBLISS	United States of America	Registered	90540221	2/22/2021	6828926	8/23/2022	Vetnique Labs LLC
VETNIQUE LABS	United States of America	Registered	86838584	12/3/2015	5002867	7/19/2016	Vetnique Labs LLC
PAWPASS	United States of America	Registered	97711924	12/9/2022	7145607	8/22/2023	Vetnique Labs LLC

2. TRADEMARK APPLICATIONS

None.