

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI175161

<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>
Rarebreed Veterinary Partners, Inc.		04/18/2024	Corporation: DELAWARE
RB IP Holdings, LLC		04/18/2024	Limited Liability Company: DELAWARE
Lorient Pet Services, LLC		04/18/2024	Limited Liability Company: DELAWARE
RB Nova CC, LLC		04/18/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	MidCap Financial Trust, as administrative agent		
<b>Street Address:</b>	7255 WOODMONT AVENUE, SUITE 300		
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6048661	RAREBREED	
<b>Registration Number:</b>	6562833	COMMON PURPOSE UNCOMMON PASSION	
<b>Registration Number:</b>	6562991	LOVE RESPECT FUN	
<b>Registration Number:</b>	6562830	RAREBREED	
<b>Registration Number:</b>	6761879		
<b>Registration Number:</b>	6311215	PETMEDIC	
<b>Registration Number:</b>	6311216	PETMEDIC URGENT CARE VET CLINIC	
<b>Registration Number:</b>	7200206	PETMEDIC URGENT CARE	
<b>Registration Number:</b>	6129359	PETMEDIC URGENT CARE VET CLINIC	
<b>Registration Number:</b>	6393865	RAREBREED VETERINARY PARTNERS	
<b>Registration Number:</b>	6462566	TAKING CARE OF THE PEOPLE WHO TAKE CARE OF OUR PETS	
<b>Registration Number:</b>	6462567	VET'S BEST FRIEND	

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Property Type	Number	Word Mark
Registration Number:	6775258	VET'S BEST FRIEND
Registration Number:	4817422	NOVA CAT CLINIC
Registration Number:	4766232	NOVA CAT CLINIC
Registration Number:	6461010	VET'S BEST FRIEND

**CORRESPONDENCE DATA**

**Fax Number:** 6175269899  
*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:** 6175269712  
**Email:** ypan@proskauer.com, CHHuang@proskauer.com  
**Correspondent Name:** Chi-Yu Huang  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place  
**Address Line 4:** Boston, MASSACHUSETTS 02110-2600

<b>ATTORNEY DOCKET NUMBER:</b>	11964.581
<b>NAME OF SUBMITTER:</b>	Yuming Pan
<b>SIGNATURE:</b>	Yuming Pan
<b>DATE SIGNED:</b>	04/18/2024

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 18, 2024, is made by Rarebreed Veterinary Partners, Inc., a Delaware corporation ("Rarebreed"), RB IP Holdings, LLC, a Delaware limited liability company ("IP Holdings"), Lorient Pet Services, LLC, a Delaware limited liability company ("Lorient") and RB Nova CC, LLC, a Delaware limited liability company ("Nova") (each a "Grantor" and, collectively, the "Grantors"), in favor of MidCap Financial Trust ("MidCap"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 18, 2024 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Rarebreed, the other Borrowers, the other Credit Parties, the Lenders from time to time party thereto and MidCap, as Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of April 18, 2024, in favor of Agent (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby 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 such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, 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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 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 each 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 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.

Section 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, each 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.

**RAREBREED VETERINARY PARTNERS, INC.**, as a Grantor

By: Daniel Espinal

Name: Daniel Espinal

Title: President

**RB IP HOLDINGS, LLC**, as a Grantor

By: RAREBREED VETERINARY PARTNERS, INC., its managing member

By: Daniel Espinal

Name: Daniel Espinal

Title: President

**LORIENT PET SERVICES, LLC**, as a Grantor  
**RB NOVA CC, LLC**, as a Grantor

By: RAREBREED VETERINARY PARTNERS, INC., its managing member

By: Daniel Espinal

Name: Daniel Espinal

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

**MIDCAP FINANCIAL TRUST**, as Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner



By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
RAREBREED	88208499	November 28, 2018	6,048,661	May 5, 2020	Rarebreed Veterinary Partners, Inc.
COMMON PURPOSE UNCOMMON PASSION	90517756	February 8, 2021	6,562,833	November 16, 2021	Rarebreed Veterinary Partners, Inc.
LOVE RESPECT FUN	90613185	March 30, 2021	6,562,991	November 16, 2021	Rarebreed Veterinary Partners, Inc.
	90517640	February 8, 2021	6,562,830	November 16, 2021	Rarebreed Veterinary Partners, Inc.
	90468552	January 15, 2021	6,761,879	June 14, 2022	Rarebreed Veterinary Partners, Inc.
PETMEDIC	90219183	September 28, 2020	6,311,215	March 30, 2021	RB IP Holdings, LLC
PETMEDIC URGENT CARE VET CLINIC	90219360	September 28, 2020	6,311,216	March 30, 2021	RB IP Holdings, LLC
	97576,448	September 2, 2022	7,200,206	October 24, 2023	RB IP Holdings, LLC
	88773623	January 26, 2020	6,129,359	August 18, 2020	RB IP Holdings, LLC
	90200458	September 22, 2020	6,393,865	June 22, 2021	Rarebreed Veterinary Partners, Inc.
TAKING CARE OF THE PEOPLE WHO TAKE CARE OF OUR PETS	90332899	Nov. 20, 2020	6462566	Aug. 24, 2021	Lorient Pet Services, LLC
VET'S BEST FRIEND (class 35)	90-332,903	November 20, 2020	6,462,567	August 24, 2021	Lorient Pet Services, LLC
VET'S BEST FRIEND (class 44)	88-462,545	June 6, 2019	6,775,258	June 28, 2022	Lorient Pet Services, LLC

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
	86526712	February 6, 2015	4817422	September 22, 2015	RB Nova CC, LLC <sup>1</sup>
NOVA CAT CLINIC	86526654	February 6, 2015	4766232	June 30, 2015	RB Nova CC, LLC <sup>2</sup>
	90-323,693	November 17, 2020	6,461,010	August 24, 2021	Lorient Pet Services, LLC

## 2. TRADEMARK APPLICATIONS

None.

<sup>1</sup> This mark is currently in the name of MGBDVM, LLC.

<sup>2</sup> This mark is currently in the name of MGBDVM, LLC.