

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAKEFIELD VETERINARY GROUP, INC.		12/04/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TORONTO DOMINION (TEXAS) LLC		
Street Address:	77 KING STREET WEST, 26TH FLOOR		
Internal Address:	TD NORTH TOWER		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4970186	BRIXTON	
Registration Number:	4898337	BRIXTON	
Registration Number:	5287667	LAKEFIELD VETERINARY GROUP	
Registration Number:	5379288		
Registration Number:	5318512	LAKEFIELD VETERINARY GROUP	
Registration Number:	5928539	WHITE PLAINS PET RESORT	
Registration Number:	5928540	SHADY GROVE PET RESORT	
Registration Number:	5887026		
Serial Number:	88256810	VETERINARY MEDICAL CENTER OF THE WOODLAN	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	cartigas@jonesday.com, ssaracene@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	CARINE ARTIGAS/JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		

CH \$240.00 4970186

Address Line 4:	CLEVELAND, OHIO 44114-1190
ATTORNEY DOCKET NUMBER:	927268-635004
NAME OF SUBMITTER:	CARINE ARTIGAS
SIGNATURE:	/CARINE ARTIGAS/
DATE SIGNED:	12/04/2020
Total Attachments: 6 source=NAI_1515175028_1_TD - Lakefield - Trademark Security Agreement#page1.tif source=NAI_1515175028_1_TD - Lakefield - Trademark Security Agreement#page2.tif source=NAI_1515175028_1_TD - Lakefield - Trademark Security Agreement#page3.tif source=NAI_1515175028_1_TD - Lakefield - Trademark Security Agreement#page4.tif source=NAI_1515175028_1_TD - Lakefield - Trademark Security Agreement#page5.tif source=NAI_1515175028_1_TD - Lakefield - Trademark Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 4, 2020 (this “Agreement”), is made by each of the entities listed on the signature pages hereto (the “Grantor”), in favor of Toronto Dominion (Texas) LLC, as Administrative Agent (in such capacity and together with its successors and assigns, the “Administrative Agent”) for itself and the other Secured Creditors.

PRELIMINARY STATEMENTS

A. Reference is made to that certain Credit and Guaranty Agreement, dated as of December 4, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (“Lenders”), the L/C Issuers from time to time party thereto and the Administrative Agent.

B. The Grantor is party to that certain Security Agreement, dated as of December 4, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent, for the benefit of the Secured Creditors, pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the for the prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its trademarks, trademark applications and trademark licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

all renewals of the foregoing;

all goodwill associated therewith; and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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 the foregoing, there shall be no security interest or Lien on any U.S. trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office) or any intellectual property if the grant of a Lien on or security interest in such

intellectual property is prohibited by law or would result in the abandonment, impairment, cancellation or voiding of any right, title or interest in such intellectual property.

Pledge and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms. In the event that any provision of this Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

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 their Trademarks subject to a security interest hereunder.

Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office record this Agreement.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by the Grantor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. In addition, each party hereto hereby irrevocably and unconditionally agrees to be bound by the provisions of Section 14(g) and Section 14(h) of the Security Agreement as if set forth in full herein and modified *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

LAKEFIELD VETERINARY GROUP, INC.,
as Grantor

By: 

Name: Clint Werts

Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007123 FRAME: 0820

Accepted and agreed to as of
the date first above written.

TORONTO DOMINION (TEXAS) LLC,
as Administrative Agent

By:  _____

Name: Hughroy Ennis

Title: Authorized Signatory

**SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

COUNTRY	OWNER	MARKS	REG. NO.	GRANTED
USA	LAKEFIELD VETERINARY GROUP, INC.	BRIXTON	4,970,186	05/31/2016
USA	LAKEFIELD VETERINARY GROUP, INC.	BRIXTON	4,898,337	02/09/2016
USA	LAKEFIELD VETERINARY GROUP, INC.	LAKEFIELD VETERINARY GROUP	5,287,667	09/12/2017
USA	LAKEFIELD VETERINARY GROUP, INC.	LAKEFIELD LOGO	5,379,288	01/16/2018
USA	LAKEFIELD VETERINARY GROUP, INC.	LAKEFIELD VETERINARY GROUP AND DESIGN	5,318,512	10/24/2017
USA	LAKEFIELD VETERINARY GROUP, INC.	WHITE PLAINS PET RESORT	5,928,539	12/3/2019
USA	LAKEFIELD VETERINARY GROUP, INC.	SHADY GROVE PET RESORT	5,928,540	12/3/2019
USA	LAKEFIELD VETERINARY GROUP, INC.	PET RESORT LOGO	5,887,026	10/15/2019
CANADA	LAKEFIELD VETERINARY GROUP, INC.	BRIXTON	TMA977,0 76	7/28/2017

2. TRADEMARK APPLICATIONS

COUNTRY	OWNER	MARK	SERIAL NO.	FILED
USA	LAKEFIELD VETERINARY GROUP, INC	VETERINARY MEDICAL CENTER OF THE WOODLANDS	88/256,810	1/10/2019

3. TRADEMARK LICENSES

None.