

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749581

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900697902		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veterinary Emergency Group, LLC	FORMERLY SCHF VEG, LLC	03/10/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6520824	VEG	
Registration Number:	6520825		
Registration Number:	6522855	VEG	
Registration Number:	5374648	PETPB	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	312-977-4400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Joseph Pesa		
Address Line 1:	70 W. Madison Street, Suite 5200		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	296604-0085		
NAME OF SUBMITTER:	Joseph Pesa		
SIGNATURE:	/Joseph Pesa/		
DATE SIGNED:	08/18/2022		

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") dated as of March 10, 2022 (the "**Effective Date**"), is executed by Veterinary Emergency Group, LLC (formerly known as SCHF VEG, LLC), a Delaware limited liability company (individually, the "**Borrower**"), VEG Garden, LLC, a Delaware limited liability company ("**VEG Garden**"), VEG Carle Place LLC, a Delaware limited liability company ("**VEG Carle Place**"), and VEG San Ramon, LLC, a Delaware limited liability company ("**VEG San Ramon**"), and together with the Borrower, VEG Garden and VEG Carle Place, the "**Grantors**", and each, individually, a "**Grantor**", in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "**Agent**"), for the lenders party to the Credit Agreement referred to below.

RECITALS

A. The Borrower, the other Grantors, the Agent and the Lenders have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Credit Agreement.

B. In connection with the Credit Agreement, each Grantor has executed and delivered that certain Pledge and Security Agreement dated as of the date hereof in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which, among other things, each of the Grantors granted the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located to secure the Liabilities (as defined in the Security Agreement) under the Credit Agreement and the other Loan Documents.

C. As a condition to the Lenders' willingness to enter into the Credit Agreement and extend credit and other financial accommodations to the Borrower thereunder, the Agent is requiring the Grantors to execute and deliver this Agreement and grant the Agent, on behalf of the Secured Parties, a security interest in the Pledged Collateral (as defined below) in order to secure the payment and performance of the Secured Liabilities (as defined below).

CLAUSES

To induce the Lenders to enter into the Credit Agreement, each Grantor hereby agrees as follows:

1. **Grant of Security Interests.** To secure the complete and timely payment and satisfaction of the Liabilities, and any other indebtedness, obligations and liabilities of whatsoever kind and nature of the Grantors (whether arising before or after the filing of a petition in bankruptcy), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced or acquired, and whether several, joint or joint and several, and any and all expenses and charges, legal or otherwise, suffered or incurred by the Agent in collecting or enforcing any of such indebtedness, obligations or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (collectively, the "**Secured Liabilities**"), each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing first priority and perfected security interest in all of such Grantor's rights, title and interests in and to the following property of such Grantor (collectively, the "**Pledged Collateral**"), whether now owned or existing or hereafter acquired:

(a) all rights, title and interests (and all related IP Ancillary Rights (as defined below)) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, including, without limitation, those listed on **Exhibit A** attached hereto (all of the foregoing in this subsection (a) are collectively referred to as the “Trademarks”);

(b) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to copyrights and all mask works, database and design rights, whether or not registered or published, all registrations and recordations thereof and all applications in connection therewith, including, without limitation, those listed on **Exhibit B** attached hereto (all of the foregoing in this subsection (b) are collectively referred to as the “Copyrights”);

(c) all rights, title and interests (including IP Ancillary Rights) arising under any Requirement of Law in or relating to letters patent and applications therefor including, without limitation, the patents listed on **Exhibit C** attached hereto; (all of the foregoing in this subsection (c) are collectively referred to as the “Patents”); and

(d) rights under and interests in all trademark license agreements, service mark license agreements (together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements) copyright license agreements and patent license agreements with any other party, including, without limitation, those listed on **Exhibit D** attached hereto, whether such Grantor is a licensee or licensor under any such license agreement, but excluding any license agreement if (and solely to the extent and for so long as) such license agreement expressly prohibits such Grantor from granting any Lien thereon (all of the foregoing in this subsection (d) are collectively referred to as the “Licenses”).

Form purposes of this Agreement, “IP Ancillary Rights” means, with respect to any Trademarks, Copyrights, Patents and Licenses, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Trademarks, Copyrights, Patents and Licenses and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, Copyrights, Patents and Licenses throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right throughout the world.

2. Representations and Warranties. Each Grantor represents and warrants to the Agent that:

(a) Except as otherwise permitted hereunder, under the Credit Agreement or the Security Agreement, none of the Pledged Collateral has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Pledged Collateral been cancelled in whole or in part and each such Trademark, Copyright, Patent and License is presently subsisting;

(b) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Pledged Collateral that is owned by such Grantor, free and clear of

any Liens, charges and encumbrances, including without limitation, shop rights and covenants by such Grantor not to sue third persons (except Liens permitted under Section 6.03 of the Credit Agreement);

(c) Such Grantor has no notice of any suits or actions commenced or, to such Grantor's knowledge, threatened with reference to the Pledged Collateral; and

(d) Such Grantor has the requisite right to execute and deliver this Agreement and perform its obligations hereunder in accordance with its terms.

3. Restrictions on Future Agreements. Until the Secured Liabilities (other than Unliquidated Obligations) are paid in full and the other Loan Documents have been terminated, except as otherwise permitted hereunder, under the Credit Agreement or the Security Agreement, no Grantor will, without the prior written consent of the Agent, sell, assign or license its interest in the Pledged Collateral or enter into any other agreement with respect to the Pledged Collateral which would materially and adversely affect the validity or enforcement of the rights transferred to the Agent under this Agreement.

4. New Trademarks, Copyrights, Patents and Licenses. Each Grantor represents and warrants to the Agent that the Trademarks listed on **Exhibit A**, the Copyrights listed on **Exhibit B**, the Patents listed on **Exhibit C** constitute all of the registered Trademarks and applications thereof, registered Copyrights and applications thereof and Patents owned by such Grantor as of the Effective Date. If, before the Secured Liabilities (other than Unliquidated Obligations) are paid in full or before the other Loan Documents have been terminated, any Grantor (a) becomes aware of any existing registered Trademarks or applications thereof, registered Copyrights or applications thereof, Patents or Licenses, in each case, owned by such Grantor, of which such Grantor has not previously informed the Agent or (b) becomes entitled to the benefit of any Trademarks, Copyrights, Patents or Licenses which benefit is not in existence on the date hereof, then the provisions of this Agreement will automatically apply thereto and such Grantor will give to Agent prompt written notice thereof at the time required under the Security Agreement. Each Grantor hereby authorizes the Agent to modify this Agreement by amending the Exhibits hereto to include any such registered Trademarks or applications thereof, registered Copyrights or applications thereof, Patents or Licenses and to file a duplicate original of this Agreement containing the amended Exhibits in accordance with Section 12 hereof.

5. Term. The term of this Agreement will extend until the Secured Liabilities (other than Unliquidated Obligations) are paid in full and the other Loan Documents have been terminated.

6. Release of Agreement. This Agreement is made for collateral purposes only. Upon payment in full of the Secured Liabilities (other than Unliquidated Obligations) and termination of the other Loan Documents, the Agent shall promptly execute and deliver to Grantors, at the Grantors' reasonable expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interests created hereby and pursuant to the other Loan Documents.

7. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein will be borne by the Grantors. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Pledged Collateral or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Collateral will be borne by and paid by the Grantors and until paid will constitute Secured Liabilities.

8. **Duties of Grantors.** Each Grantor will (a) diligently file and prosecute all pending applications relating to the Pledged Collateral, (b) preserve and maintain all rights in the Pledged Collateral and (c) ensure that the Pledged Collateral is and remains enforceable; provided, however, that no Grantor will be required to preserve and maintain any Pledged Collateral that such Grantor no longer finds useful or necessary in the conduct of its business in its reasonable business judgment.

9. **Agent's Right to Sue.** After the occurrence of an Event of Default and the continuance thereof, the Agent will have the right, but will in no way be obligated, to bring suit in its own name on behalf of any Grantor to enforce the Pledged Collateral and, if the Agent commences any such suit, each Grantor will, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Grantors will promptly, upon demand, reimburse and indemnify the Agent for all documented costs and expenses incurred in the exercise of its rights under this Section 9, including, without limitation, reasonable attorney's fees and expenses.

10. **Waivers.** No course of dealing between any Grantor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the other Loan Documents will operate as a waiver thereof; nor will any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Modification.** No amendment, modification, termination, discharge or waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom, shall in any event be effective, except as specifically provided in Section 4 hereof, unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only for the specific purpose for which given.

12. **Cumulative Remedies; Power of Attorney; Effect on Related Documents.** All of the Agent's rights and remedies with respect to the Pledged Collateral, whether established hereby, by the other Loan Documents, by any other agreements or by applicable Requirement of Law, will be cumulative and may be exercised singularly or concurrently. Each Grantor hereby irrevocably designates, constitutes and appoints the Agent (and authorizes the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may reasonably select in its sole discretion) as such Grantor's true and lawful attorney-in-fact with power, upon the occurrence and during the continuance of an Event of Default, and subject to any applicable limitations or restrictions on such Grantor's rights in the Pledged Collateral to: (a) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Pledged Collateral; (b) take any other actions with respect to the Pledged Collateral as the Agent deems to be in its best interests in connection with the exercise of its rights and remedies hereunder; (c) grant or issue any exclusive or non-exclusive license under the Pledged Collateral to anyone on commercially reasonable terms; or (d) assign, pledge, convey or otherwise transfer title in or dispose of any Pledged Collateral to anyone on commercially reasonable terms. Each Grantor hereby ratifies all that such attorney will lawfully do or cause to be done by virtue hereof. This power of attorney will be irrevocable until the Secured Liabilities (other than Unliquidated Obligations) have been paid in full and the other Loan Documents have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Agent will have, in addition to all other rights and remedies given it by the terms of this Agreement and the other Loan Documents, all rights and remedies allowed by applicable Requirement of Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York, from time to time. EACH GRANTOR HEREBY AUTHORIZES THE AGENT TO FILE THIS AGREEMENT, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS HERETO

OR AMENDED AND RESTATED VERSIONS HEREOF, WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE.

13. **Binding Effect; Benefits.** This Agreement will become effective upon execution by the Grantors and the Agent. If this Agreement is not dated or contains any blanks when executed by the Grantors, the Agent is hereby authorized, without notice to any Grantor, to date this Agreement as of the date when it was executed by the Grantors, and to complete any such blanks according to the terms upon which this Agreement is executed. This Agreement will be binding upon the each of the Grantors and their respective successors and assigns, and will inure to the benefit of the Agent, its successors, nominees and assigns.

14. **Enforceability.** Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision will as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

15. **Survival.** All covenants, agreements, representations and warranties made by the Grantors herein will, notwithstanding any investigation by the Agent, be deemed material and relied upon by the agent and shall survive the making and execution of this Agreement and the other Loan Documents and the issuance of the Notes, and shall be deemed to be continuing representations and warranties until such time as the Grantors have fulfilled all of the Secured Liabilities (other than Unliquidated Obligations) to the Agent and the other Secured Parties, and the Secured Liabilities (other than Unliquidated Obligations) have been paid in full. The Lenders, in extending financial accommodations to the Borrower, are expressly acting and relying on the aforesaid representations and warranties.

16. **Governing Law.** This Agreement will be delivered and accepted in and will be deemed to be a contract made under and governed by the internal laws of the State of New York (but giving effect to federal laws applicable to national banks), and for all purposes will be construed in accordance with the laws of such State, without giving effect to the choice of law provisions of such State.

17. **WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH GRANTOR AND THE AGENT (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN SUCH GRANTOR AND THE AGENT ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE LENDERS TO PROVIDE THE FINANCING DESCRIBED HEREIN.

18. **LITIGATION.** EACH GRANTOR HEREBY IRREVOCABLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY

NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

19. Headings. Section headings used herein are for convenience only and will not modify the provisions which they precede.

20. Further Assurances. Each Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Agent will reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.


21. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered in PDF or other electronic format, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Signature page follows]


IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Security Agreement as of the date first above written.

GRANTORS:

VETERINARY EMERGENCY GROUP, LLC

By: 
Name: Brett Holloway
Title: Chief Financial Officer and Treasurer


VEG GARDEN, LLC

By: 
Name: Brett Holloway
Title: Chief Financial Officer and Treasurer

VEG CARLE PLACE LLC

By: _____
Name: David Glattstein
Title: Manager

VEG SAN RAMON, LLC

By: 
Name: Brett Holloway
Title: Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Security Agreement as of the date first above written.

GRANTORS:

VETERINARY EMERGENCY GROUP, LLC

By: _____
Name: Brett Holloway
Title: Chief Financial Officer and Treasurer

VEG GARDEN, LLC

By: _____
Name: Brett Holloway
Title: Chief Financial Officer and Treasurer

VEG CARLE PLACE LLC

By: David Glatstein
Name: David Glatstein
Title: Manager


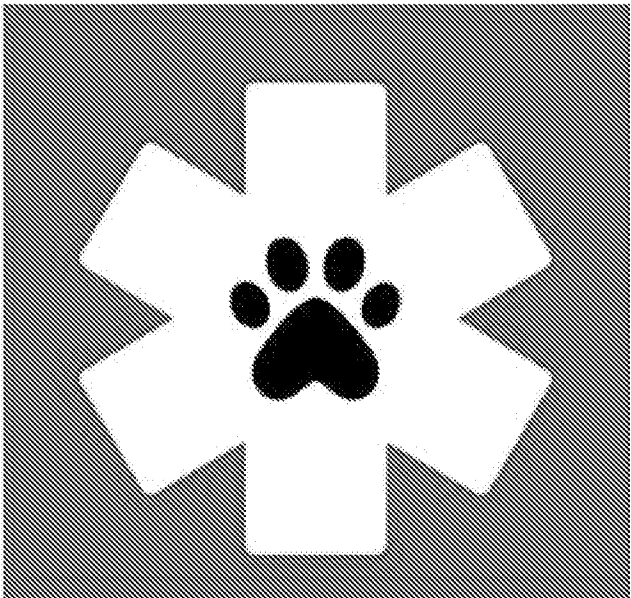
VEG SAN RAMON, LLC

By: _____
Name: Brett Holloway
Title: Chief Financial Officer and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: *Erica C. Cross*
Name: Erica C. Cross
Title: Authorized Officer

EXHIBIT A
TRADEMARKS

Mark	App. No. / Filing Date	Reg. No. / Reg. Date	Jurisdiction
	90797138 January 29, 2021	6,520,824 Oct. 12, 2021	U.S.
	90497179 January 29, 2021	6,520,825 Oct 12, 2021	U.S.

Mark	App. No. / Filing Date	Reg. No. / Reg. Date	Jurisdiction
VEG	88/254,822 January 9, 2019	6522855 October 19, 2021	U.S.
PETPB	87/473,497 June 2, 2017	5,374,648 January 9, 2018	U.S.

EXHIBIT B
COPYRIGHTS

None.

EXHIBIT C
PATENTS

None.

EXHIBIT D
LICENSES

None.