# CH \$1415.00 379298

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM833412

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
National Veterinary Associates, Inc.		08/11/2023	Corporation:
PETSuites of America, LLC		08/11/2023	Limited Liability Company:
PETSuites of America, Inc.		08/11/2023	Corporation:
Tails Up, LLC		08/11/2023	Limited Liability Company:
UNIVERSITY PET CLINIC, INC.		08/11/2023	Corporation:
NVA Perry Hall Veterinary Management, LLC		08/11/2023	Limited Liability Company:
PetWell Partners, LLC		08/11/2023	Limited Liability Company:
NVA Advanced Petcare Management, Inc.		08/11/2023	Corporation:
Veterinary Specialists of North America LLC		08/11/2023	Limited Liability Company:
Great Vet LLC		08/11/2023	Limited Liability Company:
NVA Atlantic Veterinary Management, LLC		08/11/2023	Limited Liability Company:
NVA Pinecrest Veterinary Management, LLC		08/11/2023	Limited Liability Company:
SAGE Veterinary Centers, LP		08/11/2023	Limited Partnership:
Animal Hospital of Worthington, Inc.		08/11/2023	Corporation:
Ethos Veterinary Health LLC		08/11/2023	Limited Liability Company:

## **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 56** 

TRADEMARK REEL: 008173 FRAME: 0815

900794699

Property Type	Number	Word Mark
Registration Number:	3792985	NATIONAL VETERINARY ASSOCIATES
Registration Number:	3792987	NVA
Registration Number:	3792994	NVA NATIONAL VETERINARY ASSOCIATES
Registration Number:	6006603	NVA
Registration Number:	6684323	HEALTH OF HEALERS
Registration Number:	4201141	PAW PLANS
Registration Number:	6943490	PAWPLANS
Registration Number:	5968239	FOR THE LOVE OF ANIMALS AND THE PEOPLE W
Registration Number:	5024150	JOIN US. STAY YOU.
Registration Number:	3624336	ANIMAL EMERGENCY HOSPITAL
Registration Number:	6006544	PETSUITES STAY PLAY
Registration Number:	4145108	K9S ONLY
Registration Number:	2689698	PETSUITES
Registration Number:	2622895	PETSUITES
Registration Number:	2796909	PETSUITES
Registration Number:	3772644	
Registration Number:	3832976	PETSUITES
Registration Number:	2893470	CITY BARK
Registration Number:	4542736	DOGUROO
Registration Number:	4401956	NO LEASH NEEDED
Registration Number:	4447965	NO LEASH NEEDED
Registration Number:	3506270	AMERICA'S UPTOWN HOUNDS LUXURY RESORTS
Registration Number:	3308133	В
Registration Number:	3294601	THE BARKLEY
Registration Number:	3298720	THE BARKLEY PET HOTEL & DAY SPA
Registration Number:	5218446	DOGGIE DISTRICT
Registration Number:	5259941	PET LODGE PET RESORT
Registration Number:	5422542	DOGGIE DISTRICT PET RESORT & TRAINING CE
Registration Number:	5554200	4 PAWS PET RESORT
Registration Number:	3501541	TAILS UP
Registration Number:	3624100	UNIVERSITY VETERINARY HOSPITAL & DIAGNOS
Registration Number:	4793829	PERRY HALL ANIMAL HOSPITAL
Registration Number:	4512898	POSH PET HOTEL
Registration Number:	5614535	KAAWS THE KATHY ANDREWS ANIMAL WELLNESSS
Registration Number:	5506517	THE KATHY ANDREWS ANIMAL WELLNESS SERVIC
Registration Number:	5014122	HENDERSON PET RESORT "PETS GO WHERE THEY
Registration Number:	3082273	COMPAGGION FIRST PET LIGORITAL C
Registration Number:	5987348	COMPASSION-FIRST PET HOSPITALS

Property Type	Number	Word Mark
Registration Number:	6010748	COMPASSION-FIRST PET HOSPITALS
Registration Number:	4979491	COMPASSION-FIRST PET HOSPITALS
Registration Number:	5557069	LINWOOD PET HOSPITAL
Registration Number:	5567185	LINWOOD PET HOSPITAL
Registration Number:	4455006	DALLAS VETERINARY SURGICAL CENTER
Registration Number:	4450973	DVSC
Registration Number:	6321104	THE POWER OF US
Registration Number:	6321108	HEADS, HANDS AND HEARTS
Registration Number:	4977402	AVETS
Registration Number:	3708254	
Registration Number:	5085026	PINECREST VETERINARY HOSPITAL
Registration Number:	5433849	ETHOS VETERINARY HEALTH
Registration Number:	2857825	VETERINARY VISION, INC. ANIMAL EYE SPECI
Registration Number:	4964475	VETBLOOM
Registration Number:	4987223	VETBLOOM
Registration Number:	7088028	VETERINARY URGENT CARE BY ETHOS
Registration Number:	7088029	VETERINARY URGENT CARE BY ETHOS
Registration Number:	7088223	VETERINARY URGENT CARE BY ETHOS

### **CORRESPONDENCE DATA**

**Fax Number:** 6508023100

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:** 6508023000

**Email:** juan.arias@weil.com

Correspondent Name: Yilong Liu

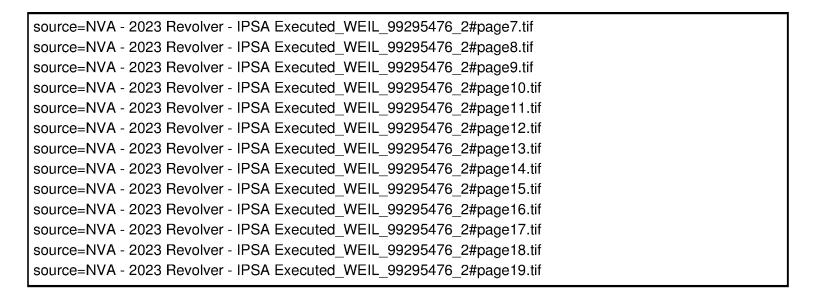
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood Shores, CALIFORNIA 94065-1134

ATTORNEY DOCKET NUMBER:	Yilong Liu - 55160.0030
NAME OF SUBMITTER:	Yilong Liu
SIGNATURE:	/Yilong Liu/
DATE SIGNED:	08/21/2023

## **Total Attachments: 19**

source=NVA - 2023 Revolver - IPSA Executed\_WEIL\_99295476\_2#page1.tif source=NVA - 2023 Revolver - IPSA Executed\_WEIL\_99295476\_2#page2.tif source=NVA - 2023 Revolver - IPSA Executed\_WEIL\_99295476\_2#page3.tif source=NVA - 2023 Revolver - IPSA Executed\_WEIL\_99295476\_2#page4.tif source=NVA - 2023 Revolver - IPSA Executed\_WEIL\_99295476\_2#page5.tif source=NVA - 2023 Revolver - IPSA Executed\_WEIL\_99295476\_2#page6.tif



### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "IP Security Agreement"), dated as of August 11, 2023, is among the Persons listed on the signature pages hereto (each, a "Grantor" and collectively, the "Grantors") and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain Revolving Credit Agreement, dated as of August 11, 2023 (the "Closing Date"), among NVA Holdings Grandparent, LLC, a Delaware limited liability company ("Holdings"), NVA Holdings Parent, LLC, a Delaware limited liability company (the "Parent Borrower"), the Lenders party thereto from time to time and JPMCB, as administrative agent and collateral agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of the Closing Date, by and among Holdings, the Parent Borrower, certain Subsidiaries of the Parent Borrower from time to time party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO, the Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. To secure the prompt and complete payment and performance of all Obligations, each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Intellectual Property to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the U.S., including the following (the "<u>Collateral</u>"):

- (i) any and all Patents;
- (ii) any and all Trademarks;
- (iii) any and all Copyrights;
- (iv) any and all registrations and applications for registration for any of the foregoing in the USPTO or the Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of U.S. Patents, Trademarks, and Copyrights set forth in <u>Schedule I</u> (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(v) any and all exclusive licenses to one or more Copyrights registered with the Copyright Office:

<u>provided</u>, that notwithstanding anything to the contrary contained in the foregoing <u>clauses (i)</u> through <u>(v)</u>, the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets.

- SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations.
- SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.
- SECTION 4. <u>Release of Security Interest</u>. At such time as all of the Obligations shall have been satisfied and paid in full, the Administrative Agent shall execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Collateral Agent's security interest in the Collateral.
- SECTION 5. Counterparts. This IP Security 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 taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this IP Security Agreement by email or other electronic means (including a ".pdf" or ".tif" file) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

# SECTION 7. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 8. <u>Jurisdiction</u>. Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or state court located in the borough of Manhattan in the City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this IP Security Agreement and any other Loan Document (excluding the enforcement of any other Security Documents to the extent such security documents expressly provide otherwise), or for recognition or enforcement of any judgment, and each of such parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of

any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of such 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.

SECTION 9. <u>Venue</u>. Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this IP Security Agreement or any other Loan Document in any court referred to in <u>Section 8</u>. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 10. <u>Service of Process</u>. Each Grantor and each other party to this IP Security Agreement hereto irrevocably consents to service of process in the manner provided for notices in Section 10.01 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by law.

SECTION 11. WAIVER OF JURY TRIAL. EACH GRANTOR AND EACH OTHER PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.

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**IN WITNESS WHEREOF**, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

# EACH OF THE GRANTORS LISTED ON ANNEX A HERETO

By:

Name: Larry Allgaier

Title: Chief Executive Officer

**IN WITNESS WHEREOF**, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

EACH OF THE GRANTORS LISTED ON ANNEX B HERETO

By:

Name: Larry Allgaier Title: Manager

## ACKNOWLEDGED AND ACCEPTED BY:

JPMORGAN CHASE BANK, N.A.,

as Collateral Agent

By:

Name: Joon Hur

Title: Executive Director

# ANNEX A

- 1. National Veterinary Associates, Inc.
- 2. PETSuites of America, LLC
- 3. PETSuites of America, Inc.
- 4. Tails Up, LLC
- 5. UNIVERSITY PET CLINIC, INC.
- 6. NVA Perry Hall Veterinary Management, LLC
- 7. PetWell Partners, LLC
- 8. NVA Advanced Petcare Management, Inc.
- 9. Veterinary Specialists of North America LLC
- 10. Great Vet LLC
- 11. NVA Atlantic Veterinary Management, LLC
- 12. NVA Pinecrest Veterinary Management, LLC
- 13. SAGE Veterinary Centers, LP
- 14. Animal Hospital of Worthington, Inc.

# ANNEX B

1. Ethos Veterinary Health LLC

# Schedule I

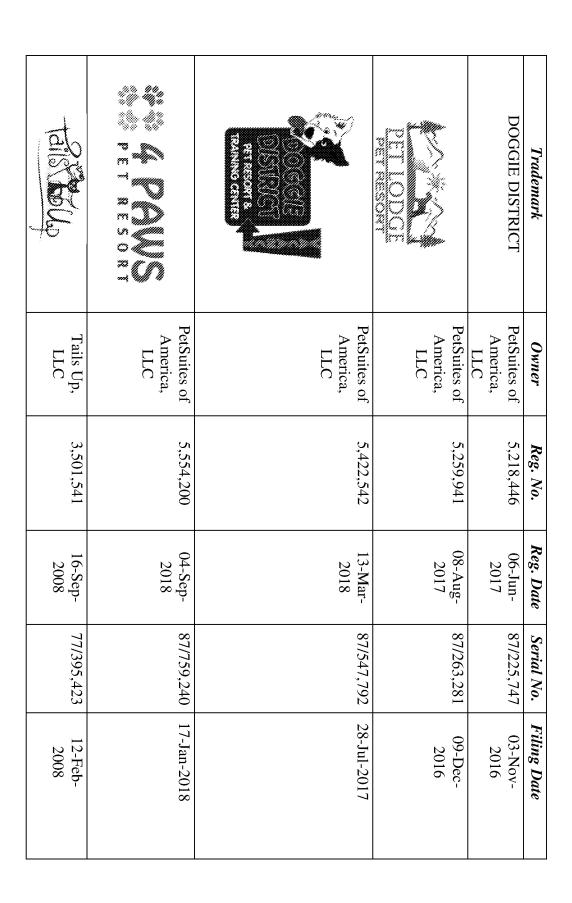
# A. Patents

# Trademarks

	NATI			Z	
Trademark	NATIONAL VETERINARY ASSOCIATES	NVA	NVA AGE?	NWA	HEALTH OF HEALERS
Owner	National Veterinary Associates, Inc.	National Veterinary Associates, Inc.	National Veterinary Associates, Inc.	National Veterinary Associates, Inc.	National Veterinary Associates,
Reg. No.	3,792,985	3,792,987	3,792,994	6,006,603	6,684,323
Reg. Date	25-May- 2010	25-May- 2010	25-May- 2010	10-Mar- 2020	29-Mar- 2022
Serial No.	77/844,810	77/844,819	77/844,902	88/568,813	90/639,444
Filing Date	08-Oct-2009	08-Oct-2009	08-Oct-2009	06-Aug- 2019	12-Apr- 2021

Calsuites	Emergency Hospita:	JOIN US. STAY YOU.	FOR THE LOVE OF ANIMALS AND THE PEOPLE WHO LOVE THEM	PAWPLANS	PAW PLANS	Trademark
PetSuites of America, LLC	National Veterinary Associates, Inc.	National Veterinary Associates, Inc.	National Veterinary Associates, Inc.	National Veterinary Associates, Inc.	National Veterinary Associates, Inc.	Owner
6,006,544	3,624,336	5,024,150	5,968,239	6,943,490	4,201,141	Reg. No.
10-Mar- 2020	19-May- 2009	16-Aug- 2016	21-Jan- 2020	03-Jan- 2023	04-Sep- 2012	Reg. Date
88/566,834	77/444,120	86/796,808	87/934,738	97/472,519	85/423,413	Serial No.
05-Aug- 2019	09-Apr- 2008	22-Oct-2015	24-May- 2018	23-Jun-2022	15-Sep- 2011	Filing Date

THE BARKLEY PET HOTEL & Pets DAY SPA AI	THE BARKLEY Pets At	Pett An	At Display London	NO LEASH NEEDED Pets A1	NO LEASH NEEDED Pets AI	Trademark
PetSuites of America, LLC	PetSuites of America, LLC	PetSuites of America, LLC	PetSuites of America, LLC	PetSuites of America, LLC	PetSuites of America, LLC	Owner
3,298,720	3,294,601	3,308,133	3,506,270	4,447,965	4,401,956	Reg. No.
25-Sep- 2007	18-Sep- 2007	09-Oct- 2007	23-Sep- 2008	10-Dec- 2013	10-Sep- 2013	Reg. Date
78/353,811	78/353,808	78/355,442	77/291,191	85/979,760	85/798,403	Serial No.
19-Jan-2004	19-Jan-2004	22-Jan-2004	28-Sep- 2007	10-Dec- 2012	10-Dec- 2012	Filing Date



Reg. No.       Reg. Date         3,624,100       19-May-         2009       2009         4,793,829       18-Aug-         4,793,829       2015         4,512,898       08-Apr-         (Supplemental)       2014         5,614,535       27-Nov-         5,506,517       03-Jul-201         5,506,517       03-Jul-201	Reg. Date 19-May- 2009 18-Aug- 2015 08-Apr- 2014 27-Nov- 2018 03-Jul-2018
eg. Date 9-May- 2009 2009 2015 2015 2014 2014 2018 2018	

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	DALLAS VETERINARY SURGICAL CENTER	LINW COD	LINWOOD PET HOSPITAL	COMPASSION-FIRST PET HOSPITALS	Contract designs of the	Per Hospitals		Trademark
	Veterinary Specialists of North	Veterinary Specialists of North America LLC	Veterinary Specialists of North America LLC	National Veterinary Associates, Inc.	Veterinary Specialists of North America LLC	Veterinary Specialists of North America LLC	NVA Advanced Petcare Management, Inc.	Owner
	4,455,006	5,567,185	5,557,069	4,979,491	6,010,748	5,987,348	3,082,273	$Reg.\ No.$
	24-Dec- 2013	18-Sep- 2018	04-Sep- 2018	14-Jun- 2016	17-Mar- 2020	18-Feb- 2020	18-Apr- 2006	Reg. Date
	85/938,968	87/686,142	87/686,122	86/601,575	88/019,514	88/019,525	78/607,849	Serial No.
	21-May- 2013	15-Nov- 2017	15-Nov- 2017	17-Apr- 2015	28-Jun-2018	28-Jun-2018	13-Apr- 2005	Filing Date

		HEADS, HAND AND HEARTS	THE POWER OF US	DVSC		Trademark
Atlantic Veterinary Management, LLC	Great Vet LLC	Veterinary Specialists of North America LLC	Veterinary Specialists of North America LLC	Veterinary Specialists of North America LLC	America LLC	Owner
3,708,254	4,977,402	6,321,108	6,321,104	4,450,973		Reg. No.
10-Nov- 2009	14-Jun- 2016	13-Apr- 2021	13-Apr- 2021	17-Dec- 2013		Reg. Date
77/710,354	86/794,956	90/133,342	90/133,320	85/916,735		Serial No.
09-Apr- 2009	21-Oct-2015	24-Aug- 2020	24-Aug- 2020	27-Apr- 2013		Filing Date

VETBLOOM	VETERINARY VISION, INC. ANIMAL EYE SPECIALISTS	ETHOS VETERINARY HEALTH	PINECREST VETERINARY HOSPITAL	Trademark
Ethos Veterinary Health LLC	SAGE Veterinary Centers, LP	Ethos Veterinary Health, LLC	NVA Pinecrest Veterinary Management, LLC	Owner
4,964,475	2,857,825	5,433,849	5,085,026	Reg. No.
24-May- 2016	29-Jun- 2004	27-Mar- 2018	22-Nov- 2016	Reg. Date
86/781,525	78/176,779	86/833,655	86/785,244	Serial No.
08-Oct-2015	21-Oct-2002	30-Nov- 2015	12-Oct-2015	Filing Date

	VETERINARY URGENT CARE BY ETHOS		VETBLOOM and Design	Trademark
Ethos Veterinary Health, LLC	Ethos Veterinary Health, LLC	Ethos Veterinary Health, LLC	Ethos Veterinary Health LLC	Owner
7,088,223	7,088,029	7,088,028	4,987,223	Reg. No.
20-Jun- 2023	20-Jun- 2023	20-Jun- 2023	28-Jun- 2016	Reg. Date
97/095,084	97/032,194	97/032,192		Serial No.
27-Oct-2021	17-Sep- 2021	17-Sep- 2021	08-Oct-2015	Filing Date

# U.S. Copyrights

C

They can't talk, so we must listen! : How to take good care of your		<u>Title</u>	
TX0000633883	VA0001318893 (Recordation Doc #V9944D926)	Reg. No.	
Animal Hospital of Worthington	NVA Advanced Petcare Management, Inc.	Claimant/Assignor	

D. U.S. Copyright Licenses

None.

RECORDED: 08/21/2023

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