

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM153575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A Place for Rover, Inc.		02/27/2024	Corporation: DELAWARE
DogVacay, Inc.		02/27/2024	Corporation: DELAWARE
PetCareNow, Inc.		02/27/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	c/o Golub Capital		
Internal Address:	150 S Wacker Drive Suite 500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	7239028	ROVER	
Registration Number:	7282759	ROVER	
Registration Number:	7153840	ROVER	
Registration Number:	7110678	ROVER	
Registration Number:	7148253	ROVER	
Registration Number:	7153841	ROVER	
Registration Number:	7004855	ROVER	
Registration Number:	7167019	ROVER	
Registration Number:	7179157	ROVER	
Registration Number:	7148254	ROVER	
Registration Number:	7167020	ROVER	
Registration Number:	7220994	ROVER	
Registration Number:	6048010	ROVER.COM THE DOG PEOPLE	
Registration Number:	5343747	ROVER	
Registration Number:	4493276	ROVER	
Registration Number:	7179158	R	

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Property Type	Number	Word Mark
Registration Number:	6646446	DRINK WINE. PET DOG. REPEAT.
Registration Number:	6646447	DRINK WINE. PET DOG. REPEAT.
Registration Number:	5427288	DAILY TREAT
Registration Number:	6059098	THE DOG PEOPLE
Registration Number:	5420867	ROVER
Registration Number:	4291408	DOGVACAY
Registration Number:	5647446	GOODPUP
Registration Number:	5593868	SHORT INTERVAL TRAINING (SIT!)
Registration Number:	6364656	PETCARENOW
Serial Number:	90671991	ROVER
Serial Number:	98171943	
Serial Number:	98109200	GOODPUP

CORRESPONDENCE DATA

Fax Number: 4045725100
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: 4045723428
Email: AAmicoOlchaskey@KSLAW.com
Correspondent Name: Angela Amico Olchaskey
Address Line 1: 1180 Peachtree Street, NE | Suite 1600
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	31841.515010
NAME OF SUBMITTER:	Angela Olchaskey
SIGNATURE:	Angela Olchaskey
DATE SIGNED:	02/27/2024

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2024, by A Place for Rover, Inc., DogVacay, Inc. and PetCareNow, Inc. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Golub Capital Markets LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of February 27, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement (whether directly or by reference to another agreement or document, including the Credit Agreement) and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all of the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, as promptly as practicable execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other

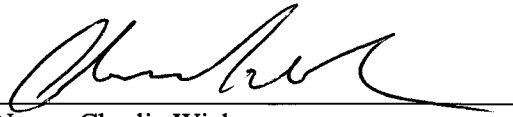
electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

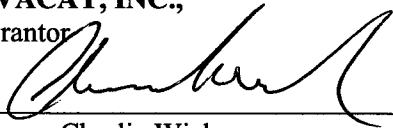
A PLACE FOR ROVER, INC.,
as a Grantor

By: 

Name: Charlie Wickers

Title: Chief Financial Officer

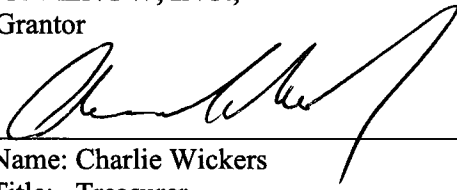
DOGVACAY, INC.,
as a Grantor

By:  _____

Name: Charlie Wickers

Title: Chief Financial Officer

PETCARENOW, INC.,
as a Grantor

By: 
Name: Charlie Wickers
Title: Treasurer

GOLUB CAPITAL MARKETS LLC, as Collateral
Agent










By: 



Name: Marc C. Robinson

Title: Senior Managing Director

**Schedule I
to Trademark Security Agreement**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Record Owner	App. No.	App. Date	Reg. No.	Reg. Date	Status
 Rover	A Place for Rover, Inc.	97259619	09-FEB-2022	7239028	12-DEC-2023	REGISTERED
ROVER	A Place for Rover, Inc.	90671991	26-APR-2021	PENDING	PENDING	PENDING
ROVER	A Place for Rover, Inc.	90671983	26-APR-2021	7282759	23-JAN-2024	REGISTERED
 Rover	A Place for Rover, Inc.	97259612	09-FEB-2022	7153840	5-SEPT-2023	REGISTERED
 Rover	A Place for Rover, Inc.	97259605	09-FEB-2022	7110678	18-JUL-2023	REGISTERED
 Rover	A Place for Rover, Inc.	97259593	09-FEB-2022	7148253	29-AUG-2023	REGISTERED
 Rover	A Place for Rover, Inc.	97259634	09-FEB-2022	7153841	5-SEPT-2023	REGISTERED
 Rover	A Place for Rover, Inc.	97259627	09-FEB-2022	7004855	21-MAR-2023	REGISTERED
 Rover	A Place for Rover, Inc.	97259596	09-FEB-2022	7167019	19-SEPT-2023	REGISTERED
 Rover	A Place for Rover, Inc.	97259583	09-FEB-2022	7179157	3-OCT-2023	REGISTERED
 Rover	A Place for Rover, Inc.	97259616	09-FEB-2022	7148254	29-AUG-2023	REGISTERED
 Rover	A Place for Rover, Inc.	97259601	09-FEB-2022	7167020	19-SEPT-2023	REGISTERED
 Rover	A Place for Rover, Inc.	90976457	26-APR-2021	7220994	21-NOV-2023	REGISTERED

Trademark	Record Owner	App. No.	App. Date	Reg. No.	Reg. Date	Status
ROVER.COM THE DOG PEOPLE	A Place for Rover, Inc.	87500180	21-JUN-2017	6048010	5-MAY-2020	REGISTERED
ROVER	A Place for Rover, Inc.	86841189	07-DEC-2015	5343747	28-NOV-2017	REGISTERED
ROVER	A Place for Rover, Inc.	85519439	18-JAN-2012	4493276	11-MAR-2014	REGISTERED
	A Place for Rover, Inc.	97259609	09-FEB-2022	7179158	3-OCT-2023	REGISTERED
DRINK WINE. PET DOG. REPEAT.	A Place for Rover, Inc.	90879692	12-AUG-2021	6646446	15-FEB-2022	REGISTERED
DRINK WINE. PET DOG. REPEAT.	A Place for Rover, Inc.	90879702	12-AUG-2021	6646447	15-FEB-2022	REGISTERED
DAILY TREAT	A Place for Rover, Inc.	87559110	07-AUG-2017	5427288	20-MAR-2018	REGISTERED
THE DOG PEOPLE	A Place for Rover, Inc.	87500177	21-JUN-2017	6059098	19-MAY-2020	REGISTERED
ROVER	A Place for Rover, Inc.	86832450	25-NOV-2015	5420867	13-MAR-2018	REGISTERED
	DogVacay, Inc.	98171943	08-SEPT-2023	PENDING	PENDING	PENDING
DOGVACAY	DogVacay, Inc.	85608477	25-APR-2012	4291408	19-FEB-2013	REGISTERED
GOODPUP	PetCareNow, Inc.	98109200	31-JULY-2023	PENDING	PENDING	PENDING
GOODPUP	PetCareNow, Inc.	87914228	09-MAY-2018	5647446	8-JAN-2019	REGISTERED

Trademark	Record Owner	App. No.	App. Date	Reg. No.	Reg. Date	Status
Short Interval Training (SIT!)	PetCareNow, Inc.	87712770	07-DEC-2017	5593868	30-OCT-2018	REGISTERED
PetCareNow	PetCareNow, Inc.	87586694	28-AUG-2017	6364656	25-MAY-2021	REGISTERED