TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Agent		103/04/2013	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Royal Pet Supplies, Inc.	
Street Address:	3747 Hecktown Road	
City:	Easton	
State/Country:	PENNSYLVANIA	
Postal Code:	18045	
Entity Type:	CORPORATION: NEW YORK	

Name:	Royal Pet, Inc.
Street Address:	3747 Hecktown Road
City:	Easton
State/Country:	PENNSYLVANIA
Postal Code:	18045
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4230003	DEEP BLUE PROFESSIONAL	
Registration Number:	3725368	ROYAL PET SUPPLIES	

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

TRADEMARK
REEL: 004975 FRAME: 0490

4230003

Address Line 1: 525 West Mon	Oscar Ruiz c/o Katten Muchin Rosenman 525 West Monroe Street Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-389		
NAME OF SUBMITTER:	Oscar Ruiz		
Signature:	/Oscar Ruiz/		
Date:	03/06/2013		
Total Attachments: 4 source=Trademark Release and Reassignment#page1.tif source=Trademark Release and Reassignment#page2.tif source=Trademark Release and Reassignment#page3.tif source=Trademark Release and Reassignment#page4.tif			

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 4, 2013, by PNC BANK, NATIONAL ASSOCIATION, as Agent ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, ROYAL PET SUPPLIES, INC., a New York corporation and ROYAL PET, INC., a Florida corporation, ("<u>Grantors</u>") and Agent were parties to a Trademark Assignment of Security dated as of April 18, 2012 (the "<u>Security Agreement</u>"), pursuant to which Grantors granted a security interest to Agent in certain trademarks ("<u>Trademarks</u>") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantors to Agent, including the Trademarks set forth on <u>Schedule 1</u> hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 23, 2012, at Reel 4765, Frame 0309; and

WHEREAS, Grantors have requested that Agent release its security interest in the Trademarks and Trademark Rights and reassign any and all rights in the same to the Grantors.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases its security interest in all of Grantors' right, title and interest in and to the following (collectively the "Trademark Collateral"):
- (i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantors of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
 - (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

- 2. Agent hereby reassigns, grants and conveys to Grantors, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

PNC BANK, NATIONIAL ASSOCIATION, as Agent

By: PARAMESWAR SIVA RAMAKR 754NA

Title: VICE PRESTOENT

SCHEDULE 1

1. REGISTERED TRADEMARKS

Trademark	Application No.	Application Date	Registration No.	Registration Date
DEEP BLUE	85/574,077	03/20/2012	4,230,003	10/23/2012
PROFESSIONAL				
ROYAL PET	77/741,513	05/20/2009	3,725,368	12/15/2009
SUPPLIES				

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

Trademark Release and Reassignment

RECORDED: 03/06/2013