

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
General Electric Capital Corporation		01/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ROYAL PET SUPPLIES, INC.
Street Address:	60 Rodeo Drive
City:	Brentwood
State/Country:	NEW YORK
Postal Code:	11717
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85574077	DEEP BLUE PROFESSIONAL
Serial Number:	77741513	ROYAL PET SUPPLIES
Serial Number:	85751488	TERRABLU PROFESSIONAL
Serial Number:	85751458	K-9 KRATE
Serial Number:	85751443	K-9 BLUE

CORRESPONDENCE DATA

Fax Number: 2123037064
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 318 6824
 Email: christinedionne@paulhastings.com
 Correspondent Name: Christine Dionne c/o Paul Hastings LLP
 Address Line 1: 75 East 55th Street
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	91428.00002	TRADEMARK
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NAME OF SUBMITTER:	Christine Dionne
Signature:	/Christine Dionne/
Date:	01/31/2014
Total Attachments: 3 source=Phillips - Trademark Release and Reassignment (Executed)(108344029_1)#page1.tif source=Phillips - Trademark Release and Reassignment (Executed)(108344029_1)#page2.tif source=Phillips - Trademark Release and Reassignment (Executed)(108344029_1)#page3.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of January 31, 2014, by GENERAL ELECTRIC CAPITAL CORPORATION (“Secured Party”). 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 (“Grantor”) and Secured Party were parties to that certain Trademark Security Agreement dated as of March 4, 2013 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain trademarks (“Trademarks”) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 5, 2013, at Reel 004974, Frame 0869;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Secured Party hereby releases its security interest in all of Grantor’s 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 each Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; and

(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. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral and authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Secured Party’s rights with respect to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Name: Sobia Khaliq
Title: Duly Authorized Signatory

SCHEDULE 1

Trademark Registrations and Pending Applications

1. REGISTERED TRADEMARKS

Mark	Serial No.	Registration No.	Filing Date	Registration Date
DEEP BLUE PROFESSIONAL	85574077	4230003	March 20, 2012	October 23, 2012
ROYAL PET SUPPLIES	77741513	3725368	May 20, 2009	December 15, 2009

2. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
TERRABLU PROFESSIONAL*	85751488	October 11, 2012
K-9 KRATE*	85751458	October 11, 2012
K-9 BLUE*	85751443	October 11, 2012

* = Pending; Intent to Use