

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Collateral Agent		08/27/2014	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	VCA Animal Hospitals, Inc.		
Street Address:	12401 W. Olympic Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3531572		
Registration Number:	3531571	BRIGHTHEART VETERINARY CENTERS	
Registration Number:	3531570	BRIGHTHEART	
Registration Number:	3528086	HIGHEST STANDARDS. EXCEPTIONAL CARE. HEA	
Registration Number:	3484432	SOUTHPAWS	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625-4898 JES		
NAME OF SUBMITTER:	John E. Slaughter		
SIGNATURE:	/John E. Slaughter/		
DATE SIGNED:	08/28/2014		

OP \$140.00 3531572

TRADEMARK

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 27, 2014 ("Release"), is made by Wells Fargo Bank, National Association, as Collateral Agent ("Collateral Agent"), in favor of VCA Animal Hospitals, Inc., a California corporation ("Grantor").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of August 19, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") by and among the Grantor, Collateral Agent, and others party thereto and the After-Acquired Trademark Pledge and Security Agreement (First Supplemental Filing) dated as of April 22, 2013 ("Trademark Security Agreement") by and among the Grantor and Collateral Agent, Grantor granted to the Collateral Agent, for its benefit and the benefit of the Secured Parties, a security interest and continuing lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on April 22, 2013 at Reel 5011 Frame 0233.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of itself and the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of itself and the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Collateral Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of itself and the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Wells Fargo Bank, National Association, as Collateral Agent

By: Maribelle Villaseñor

Name: Maribelle Villaseñor

Title: Vice President

Schedule A

U.S. Trademarks Subject to Security Interest
Granted by VCA Animal Hospitals, Inc.
In Favor of Wells Fargo Bank, National Association, as Collateral Agent
Recorded April 22, 2013 at Reel 5011 Frame 0233

Registered Marks

Mark	Reg. No.	Reg. Date
Design only	3531572	11/11/08
BRIGHTEART VETERINARY CENTERS and Design	3531571	11/11/08
BRIGHTEART	3531570	11/11/08
HIGHEST STANDARDS. EXCEPTIONAL CARE. HEALTHIER PETS.	3528086	11/04/08
SOUTHPAWS and Design	3484432	08/12/08