

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430579

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Golub Capital Markets LLC	FORMERLY GCI Capital Markets LLC	06/08/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PetVet Care Centers (Florida), LLC		
<b>Street Address:</b>	One Gorham Island		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3471242	PET DOCTORS OF AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	053644-0106		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		
<b>DATE SIGNED:</b>	06/08/2017		
<b>Total Attachments: 3</b>			
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**INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT**

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT (this “**Release**”) is made as of June 8, 2017, by Golub Capital Markets LLC (formerly known as GCI Capital Markets LLC), in its capacity as collateral agent for the Lenders under the Security Agreement referred to below (the “**Agent**”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the IP Security Agreement (as defined below).

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of May 22, 2015 (the “**IP Security Agreement**”), by PetVet Care Centers (Florida), LLC, a Delaware limited liability company (the “**Grantor**”), in favor of the Agent and recorded with the United States Patent and Trademark Office on May 22, 2015, at Reel 5546, Frame 0582, the Grantor granted in favor of the Agent a lien on and security interest in the Grantor’s right, title and interest in and to the applicable trademarks listed on Schedule 1 hereto (the “**Trademark Collateral**”); and

WHEREAS, pursuant to the Payoff Letter, dated as of June 8, 2017, by and among the Agent, PetVet Care Centers, LLC, a Delaware limited liability company (the “**Borrower**”), the Grantor and the other parties thereto, the Grantor has requested and the Agent has agreed to execute and deliver this Intellectual Property Release and Reassignment confirming and carrying out the release and discharge of the Secured Parties’ security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Agent does hereby agree as follows:

1. The Agent hereby releases and discharges its entire Lien on and security interest in the Grantor’s right, title and interest in, to and under, the Intellectual Property (including, without limitation, the Trademark Collateral), and authorizes the recordation of this Release with the United States Patent and Trademark Office.

2. The Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Agent, any and all of the Agent’s right, title and interest in, to and under the Trademark Collateral and the Agent hereby releases, terminates and cancels any mortgage, pledge and hypothecate made by the Grantor to the Agent pursuant to the Security Agreement.

3. The Agent 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 release of the security interest contemplated hereby.

4. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles that would result in the application of any other law other than the law of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Intellectual Property Release and Reassignment to be executed as of the day and year first above written.

**GOLUB CAPITAL MARKETS LLC**, as Agent

By: 


Name: Marc C. Robinson

Title: Managing Director

[Signature Page to First Lien IP Release]

**TRADEMARK**  
**REEL: 006080 FRAME: 0224**

**SCHEDULE 1**

<b>Trademark</b>	<b>Country (State)</b>	<b>Filing Date</b>	<b>Appl. No.</b>	<b>Grant Date</b>	<b>Grant No.</b>	<b>Owner</b>
 <b>PetDoctors</b> OF AMERICA	US	11/28/2007	77339136	7/22/2008	3471242	PetVet Care Centers (Florida), LLC