

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		09/12/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	VCA Animal Hospitals, Inc.		
Street Address:	12401 WEST OLYMPIC BOULEVARD		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
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	
Registration Number:	3391064	PET DRX	
CORRESPONDENCE DATA			
Fax Number:	3102291001		
<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:	310-552-6439		
Email:	millerm@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Michael Miller		
Address Line 1:	1999 Avenue of the Stars Suite 600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		
DATE SIGNED:	09/13/2017		

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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 September 12, 2017 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of VCA Animal Hospitals, Inc., a California corporation ("Obligor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of August 27, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligor, Administrative Agent, and others party thereto, Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in, to, and under all trademarks and trademark applications, including those listed on Schedule A attached hereto (collectively, "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Obligor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks, which was recorded at the United States Patent and Trademark Office ("USPTO") on August 27, 2014 at Reel 5352 Frame 0568 ("Notice").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Obligor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or the Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, Obligor's right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or the Notice; and

(b) authorizes the recordation of this Release with the USPTO at Obligor's expense.

SECTION 3. Choice of Law. This Release and obligations of the parties hereunder, and all of their successors, assigns, and transferees, shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of 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.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: _____

Name: Patrick Devitt

Title: Vice President

Schedule A

VCA Animal Hospitals, Inc.
(California Corporation)

Trademark Registrations

Mark	Reg. No.	Reg. Date
Design only	3531572	11/11/08
BRIGHTHEART VETERINARY CENTERS and Design	3531571	11/11/08
BRIGHTHEART	3531570	11/11/08
HIGHEST STANDARDS. EXCEPTIONAL CARE. HEALTHIER PETS.	3528086	11/04/08
SOUTHPAWS and Design	3484432	08/12/08
PET DRX and Design	3391064	03/04/08