

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445141

<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>
John W. Brown III		09/27/2017	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Destination Pet, LLC		
<b>Street Address:</b>	2010 215th PL SE		
<b>City:</b>	Sammamish		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98075		
<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>	3844403	BROWNDOG LODGE LUXURY PET HOTEL DAYCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>	612-492-6819		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Evan P. Everist, Dorsey & Whitney LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>NAME OF SUBMITTER:</b>	Evan P. Everist		
<b>SIGNATURE:</b>	/Evan P. Everist/		
<b>DATE SIGNED:</b>	09/29/2017		
<b>Total Attachments: 3</b>			
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source=Destination Pet - Termination and Release of Trademark Security Agreement#page3.tif			

OP \$40.00 3844403

**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE dated as of September 27, 2017, from John W. Brown III (the "**Grantee**") with an address of 2236 Kimbrough Woods Place, Germantown, TN 38139 to Destination Pet, LLC, a Delaware limited liability company (the "**Grantor**"), with principal offices at 2010 215<sup>th</sup> PL SE, Sammamish, WA 98075.

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of May 31, 2017, the Grantor has executed a Grant of Security Interest in Trademarks dated June 1, 2017, as set forth on **Schedule A** attached hereto (the "**Grant of Security Interest**");

WHEREAS, pursuant to the Grant of Security Interest, a security interest (the "**Security Interest**") was granted by the Grantor to the Grantee in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (collectively, the "**Trademarks**") as set forth on **Schedule A** attached hereto, together with (ii) all proceeds of the Trademarks, (iii) the goodwill of the business with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (collectively, the "**Collateral**");

WHEREAS, the Grantee now desires to terminate and release the entirety of its Security Interest in the Collateral in exchange for being paid off by the payoff letter pursuant to that certain Term Loan and Security Agreement dated on or about the date hereof;

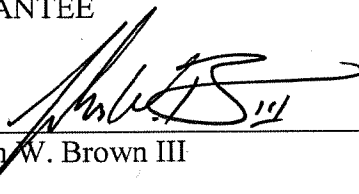
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, upon the terms set forth in this Termination and Release:

1. The Grantee hereby fully and finally terminates, releases and discharges the Security Interest, and all other rights in, to and under the Collateral.
2. The Grantee hereby authorizes Grantor or such other designees of Grantor to (i) file this Release with the United States Patent and Trademark Office (ii) file termination statements or such other forms as may be necessary or appropriate to memorialize the release of the Security Interest of Grantee in the Collateral, and/or (iii) otherwise file this Termination and Release in the applicable government office or agency.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GRANTEE



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John W. Brown III

[Signature page to Termination and Release]

**SCHEDULE A  
TO  
TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

<b>MARK</b>	<b>Ctry.</b>	<b>Appl. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BROWNDOG LODGE LUXURY PET HOTEL DAYCARE SPA (AND DESIGN)	US	77907609	Jan. 08, 2010	3844403	September 7, 2010

4839-9817-4801\1

**RECORDED: 09/29/2017**

**TRADEMARK  
REEL: 006165 FRAME: 0280**