

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462424

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademark Previously Recorded at Reel/Frame (6080/0268)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Golub Capital Markets LLC, as Collateral Agent		02/15/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PETVET CARE CENTERS (GEORGIA), 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>	4015138	OAKWOOD ANIMAL HOSPITAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<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>	(650) 251-5106		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Amber Harezlak		
<b>Address Line 1:</b>	2475 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	051200/0574		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	02/16/2018		
<b>Total Attachments: 4</b>			
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**INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT**

**THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT** (this “Release”) is made as of February 15, 2018 (the “Effective Date”), by **GOLUB CAPITAL MARKETS LLC**, in its capacity as collateral agent for the Lenders under the IP Security Agreement referred to below (the “Agent”). Capitalized terms used but not defined herein have the same meanings assigned to such terms in the IP Security Agreement (as defined below).

**WHEREAS**, the Grantor (as defined below), the other Loan Parties and the Agent were party to that certain Pledge and Security Agreement, dated as of June 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

**WHEREAS**, pursuant to that certain Intellectual Property Security Agreement dated as of June 8, 2017 (the “IP Security Agreement”), by and among **PETVET CARE CENTERS (GEORGIA), LLC**, a Delaware limited liability company (the “Grantor”), and the other grantors thereto, in favor of the Agent and recorded with the United States Patent and Trademark Office on June 8, 2017, at Reel 6080, Frame 0268, the Grantor granted in favor of the Agent a lien on and security interest in all of the Grantor’s right, title and interest in and to the Intellectual Property, including the trademark listed on Schedule 1 hereto, along with (i) all reissues, continuations, renewals or extensions of the foregoing, (ii) all goodwill of the business connected with the use of, and symbolized by, the Intellectual Property, and (iii) all products and proceeds of the foregoing (the “Trademark Collateral”) and;

**WHEREAS**, pursuant to the Payoff Letter, dated February 15, 2018 , by and among the Agent, PetVet Care Centers, LLC, a Delaware limited liability company, the Grantor and the other parties thereto, the Grantor has requested and the Agent has agreed to execute and deliver this Release confirming and carrying out the release and discharge of the Secured Parties’ (as defined in the Security Agreement) 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:

The Agent hereby terminates, releases and discharges the IP Security Agreement and the Agent’s entire lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, and authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable governmental body.

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 in, to and under the Trademark Collateral.

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 and reassignment, in each case, contemplated hereby.

This Release shall be governed by, and shall be construed and interpreted in accordance with, the laws 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 to follow]*

**IN WITNESS WHEREOF**, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**GOLUB CAPITAL MARKETS LLC**, as  
Agent

By: 

Name:

Title: **Marc C. Robinson**  
**Managing Director**

[Signature Page to IP Release and Reassignment]

**TRADEMARK**  
**REEL: 006273 FRAME: 0512**

**SCHEDULE I**  
**TO**  
**INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT**

**TRADEMARKS**

<b>Trademark/Image if any</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>	<b>Grantor</b>
<b>OAKWOOD ANIMAL HOSPITAL</b>	<b>8515855 10/22/2010</b>	<b>4015138 8/23/2011</b>	<b>Registered</b>	<b>Petvet Care Centers (Georgia), LLC</b>