

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464318

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (6080/0242)		
RESUBMIT DOCUMENT ID:	900439697		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC, as Collateral Agent		02/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAROLINA PET SERVICE, LLC		
Street Address:	One Gorham Island		
Internal Address:	Suite 300		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4997660		
Registration Number:	4997665	ALWAYS HERE WHEN YOUR PET NEEDS US MOST	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(650) 251-5106		
Email:	jmull@stblaw.com		
Correspondent Name:	Amber Harezlak		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	051200/0574		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	03/05/2018		
Total Attachments: 4			

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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 **CAROLINA PET SERVICE, LLC**, a North Carolina 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 0242, 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 trademarks 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: 006284 FRAME: 0909

SCHEDULE I
TO
INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

TRADEMARKS

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
Design Only 	86827482 11/20/2015	4997660 7/12/2016	Registered	Carolina Pet Service, LLC
ALWAYS HERE WHEN YOUR PET NEEDS US MOST	86827564 11/20/2015	4997665 7/12/2016	Registered	Carolina Pet Service, LLC