# CH \$40.00 52714

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM483363

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		05/04/2018	Corporation: MARYLAND

### **RECEIVING PARTY DATA**

Name:	TRURX LLC
Street Address:	500 E. Shore Drive, Suite 120
City:	Eagle
State/Country:	IDAHO
Postal Code:	83616
Entity Type:	Limited Liability Company: IDAHO

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5271473	LOVIBLES

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 2122942684

Email: mnocera@winston.com

Correspondent Name: Melissa Nocera
Address Line 1: 200 Park Avenue
Winston & Strawn LLP

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86360.0002
NAME OF SUBMITTER:	Melissa Nocera
SIGNATURE:	/Melissa Nocera/
DATE SIGNED:	07/25/2018

## **Total Attachments: 4**

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TRADEMARK
REEL: 006390 FRAME: 0303

# RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 4, 2018 (the "Release"), is made by Ares Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Credit Agreement defined below), in favor of TRURX LLC, an Idaho limited liability company ("Grantor").

WHEREAS, reference is made to that certain Term Loan Credit Agreement, dated as of January 17, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among PETIQ, LLC as the Borrower (as defined in the Credit Agreement), Ares Capital Corporation and the other Lenders party thereto, and Ares Capital Corporation, as Administrative Agent;

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of January 17, 2018, by and among the Grantor and the other grantors party thereto and the Administrative Agent (as heretofore amended, supplemented or otherwise modified, the "Security Agreement"), and (ii) that certain Intellectual Property Security Agreement, dated as of January 17, 2018, by and among the Grantor and the other grantors party thereto and the Administrative Agent (the "Intellectual Property Security Agreement"), Grantor mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in all of its present and future right, title and interest in, to and under the Trademark Collateral (including the Released Trademark Collateral (as defined below));

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office at Reel 006261, Frame 0557; and

WHEREAS, Grantor has requested that the Administrative Agent release, and the Administrative Agent is willing to release its Lien on and its security interest in, to, and under the Trademarks and applications for Trademarks more fully identified in <u>Schedule I</u> annexed hereto and made a part hereof and all related rights, title and interest in, to, and under the foregoing, including all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each such trademark, and all income, royalties, damages and payments at any time due and/or payable and/or asserted under and with respect to any of the foregoing, the right to sue for any past, present and future infringements, misappropriation, violation, and dilutions, of any of the foregoing, and all other rights corresponding to any of the foregoing throughout the world (collectively, the "<u>Released Trademark Collateral</u>");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. <u>Defined Terms.</u> Capitalized terms used herein without definition have the meaning ascribed to them in the Intellectual Property Security Agreement.
- 2. The Administrative Agent hereby automatically and unconditionally releases and terminates any and all Lien on and security interest in the Released Trademark Collateral and regrants and reconveys to Grantor any and all of Administrative Agent's right, title and interest in, to and under the Released Trademark Collateral, in each case granted pursuant to the Security Agreement, Intellectual Property Security Agreement or any other guaranty or security agreement entered into in connection with the Credit Agreement, without recourse or representation or warranty, express or implied, of any kind or

TRADEMARK REEL: 006390 FRAME: 0304 naturewhatsoever.

- 3. The Administrative Agent hereby agrees that any power of attorney or similar rights granted by Grantor to the Administrative Agent pursuant to the Intellectual Property Security Agreement or otherwise is terminated with respect to the Released Trademark Collateral.
- 4. The Administrative Agent hereby (i) authorizes Grantor or Grantor's authorized representative to record this Release with the U.S. Patent and Trademark Office and (ii) authorizes and requests that the U.S. Patent and Trademark Office note and record the existence of this Release hereby given.
- Except with respect to the Released Trademark Collateral, the Intellectual Property Security Agreement and the liens on and security interests in all Trademarks described therein shall remain in full force and effect.

TRADEMARK REEL: 006390 FRAME: 0305 IN WITNESS WHEREOF, Administrative Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized officer as of the date first set forth above.

ARES CAPITAL CORPORATION,

as Administrative Agent

Name: Title:

lan Fitzgerald

Authorized Signatory

TRADEMARK
REEL: 006390 FRAME: 0306

AmericasActive:10017381.2

# SCHEDULE I

# Trademark Registrations

Viark	Res No.	Reg. Date
Lovibles	5271473	08/22/17

# Foreign Trademarks

Mark	38,000,000	Application Date
Lovibles	~~:	7/17/17

TRADEMARK REEL: 006390 FRAME: 0307

Americas Active: 10017381.2 RECORDED: 07/25/2018