

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501855

<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>
BNP Paribas		12/12/2018	Bank: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PSP Franchising, LLC		
<b>Street Address:</b>	17197 N. Laurel Park Drive		
<b>Internal Address:</b>	Suite 402		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1960318		
<b>Registration Number:</b>	3135599	PET SUPPLIES "PLUS" YOUR PET'S FAVORITE	
<b>Registration Number:</b>	2190176	PET SUPPLIES "PLUS"	
<b>Registration Number:</b>	1712087	PET SUPPLIES PLUS	
<b>Registration Number:</b>	1708560	PET SUPPLIES "PLUS"	
<b>Registration Number:</b>	4156851	PSP PREFERRED PET CLUB	
<b>Registration Number:</b>	4235030	GREAT PRICES. NO BEGGING.	
<b>Registration Number:</b>	4478851	PS+	
<b>Registration Number:</b>	4262691	PS+	
<b>Registration Number:</b>	4482681	PS+	
<b>Registration Number:</b>	4569758	PS+	
<b>Serial Number:</b>	86440701	PS+	
<b>Serial Number:</b>	86975904	ROSCOE	
<b>Serial Number:</b>	86088041	ROSCOE	
<b>Serial Number:</b>	86113269	MISSY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$390.00 1960318

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2024083141  
**Email:** jean.paterson@cscglobal.com  
**Correspondent Name:** CSC  
**Address Line 1:** 1090 Vermont Avenue, NW  
**Address Line 4:** Washington, D.C. 20005

<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	12/13/2018

**Total Attachments: 5**

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- source=12-13-18 BNP-PSP-TM#page4.tif
- source=12-13-18 BNP-PSP-TM#page5.tif

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “**Release**”) is made as of December 12, 2018 in favor of PSP Franchising, LLC (“**Grantor**”) by BNP Paribas, as administrative agent for the Lenders (in such capacity, “**Secured Party**”).

**WHEREAS**, Grantor entered into a Credit Agreement, dated as of April 6, 2015 (as amended on May 12, 2016, and as further amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Pet Supplies “Plus”, LLC (formerly known as PSP Parent, LLC), a Delaware limited liability company, the other Borrowers party thereto (together with Grantor, “**Borrowers**”), the subsidiary guarantors party thereto, the lenders party thereto from time to time (the “**Lenders**”), Fifth Third Bank as syndication agent, NXT Capital, LLC as documentation agent and BNP Paribas as administrative agent;

**WHEREAS**, pursuant to that certain Security Agreement dated as of April 6, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below);

**WHEREAS**, pursuant to the Security Agreement, Grantor and Secured Party entered into that certain Grant of Trademark Security Interest dated as of April 6, 2015 (the “**Trademark Security Agreement**”), whereby Grantor granted to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether then or thereafter existing or in which Grantor then had or thereafter acquired an interest and wherever the same may be located (the “**Trademark Collateral**“):

- (a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (except for any applications for Trademarks filed pursuant to 15 U.S.C. §1051(b)) (including, without limitation, the United States Trademark registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event

any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

- (b) all proceeds of the foregoing Trademark Collateral. For the purposes of this Release and the Trademark Security Agreement, the term "proceeds" shall have the meaning given to such term in the Uniform Commercial Code, as it exists on the date hereof or as it may hereafter be amended, in the State of New York;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 7, 2015 at Reel 005493, Frame 0389; and

**WHEREAS**, Borrowers have paid all of their outstanding indebtedness and all other Obligations (as defined in the Credit Agreement) to Secured Party and the Secured Party has agreed to release its security interest in the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby, on behalf of itself and the Lenders (i) terminates the Trademark Security Agreement, (ii) terminates, cancels and releases any and all liens and security interests it has in, to and under the Trademark Collateral, (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Trademark Collateral, and (iv) authorizes and requests the United States Patent and Trademark Office, and any other location where the security interest was filed, to note and record the existence of such release hereby given.


Secured Party shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such necessary cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

\* \* \* \* \*


IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

BNP PARIBAS

By: 

Name: Yim Jiu

Title: Vice President



By: 

Name:

Title: Director

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>File Date</b>	<b>Registration No.</b>	<b>Reg Date</b>	<b>Owner Name</b>	<b>Status</b>
DESIGN (PET'S) 	74/661,206	04/14/1995	1,960,318	03/05/1996	PSP Franchising, LLC	REGISTERED
PET SUPPLIES "PLUS" YOUR PET'S FAVORITE STORE	78/704,165	08/31/2005	3,135,599	08/29/2006	PSP Franchising, LLC	REGISTERED
PET SUPPLIES "PLUS" & DESIGN	74/661,205	04/14/1995	2,190,176	09/22/1998	PSP Franchising, LLC	REGISTERED
 PET SUPPLIES PLUS	74/113,704	11/08/1990	1,712,087	09/01/1992	PSP Franchising, LLC	REGISTERED
PET SUPPLIES "PLUS" <i>Pet Supplies Plus</i>	74/113,703	11/08/1990	1,708,560	08/18/1992	PSP Franchising, LLC	REGISTERED
PSP PREFERRED PET CLUB	85/370,208	07/13/2011	4,156,851	06/12/2012	PSP Franchising, LLC	REGISTERED
GREAT PRICES. NO BEGGING.	85/397,974	08/15/2011	4,235,030	10/30/2012	PSP Franchising, LLC	REGISTERED

Schedule A

Mark	Application No.	File Date	Registration No.	Reg Date	Owner Name	Status
PS+	85/747,943	10/08/2012	4,478,851	02/04/2014	PSP Franchising, LLC	REGISTERED (collars & chains)
PS+	85/977,827	10/25/2010	4,262,691	12/18/2012	PSP Franchising, LLC	REGISTERED (toys, rawhides, leashes)
PS+	85/980,581	10/25/2010	4,482,681	02/11/2014	PSP Franchising, LLC	REGISTERED (feeding bowls, grooming tools, cages)
PS+	85/981,980	10/25/2010	4,569,758	07/15/2014	PSP Franchising, LLC	REGISTERED (beds, scoops)
PS+	86/440,701	10/31/2014			PSP Franchising, LLC	PENDING (retail pet stores, dog food)
ROSCOE	86/975,904	10/10/2013			PSP Franchising, LLC	PENDING- (pet toys, pet pads and waste bags)
ROSCOE	86/088,041	10/10/2013			PSP Franchising, LLC	PENDING (grooming tools, pet apparel, rawhide, leashes, chains, beds, scoops, kennels, pet treats)
MISSY	86/113,269	11/08/2013			PSP Franchising, LLC	PENDING

Schedule A

TRADEMARK

REEL: 006499 FRAME: 0459

RECORDED: 12/13/2018