

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503147

<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>
ANTARES CAPITAL LP		12/21/2018	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PATHWAY VET ALLIANCE LLC		
<b>Street Address:</b>	800 W. CESAR CHAVEZ ST.		
<b>Internal Address:</b>	#B-100		
<b>City:</b>	AUSTIN		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<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>Serial Number:</b>	87263781	PATHWAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	11668.357 1L Pathway		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	12/21/2018		
<b>Total Attachments: 4</b>			
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**FIRST LIEN TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of December 21, 2017, by Antares Capital LP, as administrative agent (the “Agent”) in favor of Pathway Vet Alliance LLC (f/k/a Pathway Partners Vet Management Company LLC) (“Pathway”), a Delaware limited liability company (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the First Lien Trademark Security Agreement (as defined below).

## WITNESSETH:

WHEREAS, in connection with that certain Credit Agreement, dated as of August 19, 2016 (as amended and restated by that certain Amended and Restated First Lien Credit Agreement, dated as of October 10, 2017, and as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Pathway, as Borrower, the other Loan Parties party thereto, the Lenders from time to time party thereto and the Agent, the Grantor entered into that certain Trademark Security Agreement, dated as of August 25, 2017 (the “First Lien Trademark Security Agreement”), by and among the Grantor and the Agent, pursuant to which the Grantor granted a security interest in certain intellectual property of such Grantor to the Agent;

WHEREAS, the First Lien Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office (the “USPTO”) on September 05, 2017, at Reel 6147, Frame 0001; and

WHEREAS, the Grantor has requested that the Agent terminate and release its security interest in the Trademarks and Owned Trademarks (collectively, the “Trademark Collateral”), including, but not limited to, those trademarks and trademark applications listed on Schedule 1 hereto, to reassign any and all rights in the same to the Grantor, and to provide a document suitable for recording with the USPTO evidencing and effecting the release, relinquishment and discharge of the Grantor’s security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the First Lien Trademark Security Agreement:

1. The Agent hereby terminates and releases its entire lien on and security interest (including the Security Interest) in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including those referred to on Schedule 1 hereto (together with all proceeds of any goodwill of the business symbolized by any and all of the foregoing, collectively, the “Disposed IP”), and authorizes the recordation of this Release with the USPTO.

2. 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 Disposed IP and the Agent hereby releases, terminates and cancels any mortgage, pledge and hypothecate made by the Grantor to the Agent over the Disposed IP pursuant to the First Lien Trademark Security Agreement.

3. 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 contemplated hereby.

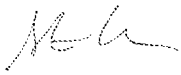
4. This Release and the rights and obligations hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

5. The Agent authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the USPTO and any other relevant governmental authority record this Release.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Agent has caused this Release to be executed as of the day and year first above written.

**ANTARES CAPITAL LP, as Agent**

By:  \_\_\_\_\_

Name: Stephanie Krebs

Title: Duly Authorized Signatory

Schedule 1

TRADEMARKS

Serial No.	Mark
87263781	PATHWAY