

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		12/21/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	PATHWAY VET ALLIANCE LLC		
Street Address:	800 W. CESAR CHAVEZ ST.		
Internal Address:	#B-100		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87263781	PATHWAY	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11668.359 2L Pathway		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	12/21/2018		
Total Attachments: 4			
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**SECOND 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, 2018, by Antares Capital LP, as collateral 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 Second Lien Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, in connection with that certain Second Lien Credit Agreement, dated as of October 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second 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 October 10, 2017 (the “Second 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 Second Lien Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office (the “USPTO”) on October 10, 2017, at Reel 6178, Frame 0884; 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 Second 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 Second 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