

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		12/12/2018	Bank: FRANCE
RECEIVING PARTY DATA			
Name:	Pet Extreme, LLC		
Street Address:	17197 N. Laurel Park Drive		
Internal Address:	Suite 402		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2731049	PET EXTREME	
Registration Number:	2702036		
Registration Number:	3780713	SERVICE & SELECTION UNLEASHED	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	12/13/2018		
Total Attachments: 4			
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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 Pet Extreme, LLC (formerly known as Pet Extreme, Inc.) (“**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 December 2, 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 December 10, 2015 at Reel 005686, Frame 0358; 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: Yung Wu
Title: Vice President

By: 
Name: Charles Coleman
Title: Director

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application #	File Date	Reg #	Reg Date	Owner Name	Status
PET EXTREME	75982986	11/9/2000	2731049	7/1/2003	Pet Extreme, LLC	REGISTERED
Happy Dog design mark 	76351951	12/20/2001	2702036	4/1/2003	Pet Extreme, LLC	REGISTERED
SERVICE & SELECTION UNLEASHED	77821986	9/8/2009	3780713	4/27/2010	Pet Extreme, LLC	REGISTERED