

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO Harris Bank N.A.		08/01/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Blue River Petcare Group, LLC		
Street Address:	200 W Monroe Street		
Internal Address:	1802		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4901237	BLUE RIVER PETCARE	
Registration Number:	4895096	BRP BLUE RIVER PETCARE	
Serial Number:	87289035	BLUE RIVER PETCARE	
Serial Number:	87288925	BLUE RIVER PETCARE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-841-0406		
Email:	USTRademarkMail@ropesgray.com, melissa.karasavidis@ropesgray.com		
Correspondent Name:	Melissa Karasavidis, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	113367-0026-003		
NAME OF SUBMITTER:	Melissa Karasavidis		
SIGNATURE:	/Melissa Karasavidis/		
DATE SIGNED:	09/04/2019		

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Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of August 1, 2019 by BMO HARRIS BANK N.A., as Administrative Agent for the Lenders ("**Agent**").

W I T N E S S E T H:

WHEREAS, Agent and Blue River PetCare Group, LLC, an Illinois limited liability company ("**Grantor**"), were parties to that certain Trademark Security Agreement dated as of February 28, 2017 (the "**Security Agreement**"), pursuant to which Grantor granted a security interest to Agent in certain trademarks (the "**Trademarks**") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on March 22, 2017 at Reel 006016, Frame 0500; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on the Trademarks and Trademark Collateral and reassign the same to Grantor.

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

1. Agent hereby releases and discharges fully its security interest in and lien on all of Grantor's right, title and interest in, to and under any collateral in respect of which a security interest was granted to Agent under the Security Agreement, including the following (collectively, the "**Trademark Collateral**"):

(i) all of its Trademarks (as defined in the Security Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Alleged Use" with respect thereto), including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities (as defined in the Security Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

3. Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Trademark Release.

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

5. The laws of the State of Illinois shall govern all matters arising out of, in connection with or relating to this Trademark Release, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

6. This Trademark Release may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[Signature Page Follows]

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


BMO HARRIS BANK N.A., as Administrative Agent

By: Julie Hughes
Name: Julie Hughes
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED U.S. FEDERAL TRADEMARKS

<u>Grantor</u>	<u>Status</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Blue River PetCare Group, LLC	Registered	BlueRiverPetCare	4,901,237	02/16/2016
Blue River PetCare Group, LLC	Registered	 BRP Blue River PetCare	4,895,096	02/02/2016

2. U.S. FEDERAL TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Status</u>	<u>Serial Number</u>	<u>Application Date</u>
Blue River PetCare Group, LLC	Pending Review	SN 87289035	01/04/2017
Blue River PetCare Group, LLC	Pending Review	SN 87288925	01/04/2017