## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM569908

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		03/31/2020	Corporation: MARYLAND

## **RECEIVING PARTY DATA**

Name:	Pathway Vet Alliance LLC
Street Address:	800 West Cesar Chavez Street, B-100
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	5427558	PERRIN-410 ANIMAL HOSPITAL BEST CARE ANY
Registration Number:	5422487	PERRIN-410 ANIMAL HOSPITAL
Registration Number:	3791920	E EYE CARE FOR ANIMALS
Registration Number:	3611958	SEEING LIFE THROUGH YOUR PET'S EYES
Serial Number:	88095157	P
Serial Number:	88220678	VETERINARY GROWTH PARTNERS

## CORRESPONDENCE DATA

Fax Number: 6172359493

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.

Phone: 6179517790

Email: ronald.duvernay@ropesgray.com

Ronald M. Duvernay Correspondent Name:

Prudential Tower, 800 Boylston Street Address Line 1:

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	SGGP-262-003
NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	04/01/2020

REEL: 006904 FRAME: 0445 900542989

TRADEMARK

# Total Attachments: 3 source=Second Release#page1.tif source=Second Release#page2.tif source=Second Release#page3.tif

TRADEMARK REEL: 006904 FRAME: 0446

## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of March 31, 2020 (this "Release"), is made by Ares Capital Corporation, as Collateral Agent, in favor of Pathway Vet Alliance LLC, a Delaware limited liability company with offices at 800 W Cesar Chavez St. B-100, Austin, TX 78701 (the "Grantor"). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of December 21, 2018, the Grantor and the Collateral Agent, among others, entered into that certain Second Lien Security Agreement, dated as of December 21, 2018 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered that certain Trademark Security Agreement, dated as of December 21, 2018 (the "<u>Trademark Security Agreement</u>"), in favor of the Collateral Agent, which was recorded in the United States Patent and Trademark Office on December 21, 2018 at Reel 6507, Frame 0123;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, as security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor granted to the Collateral Agent, its successor and assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time thereafter may have acquired any right, title or interest, in each case, other than Excluded Assets (the "Trademark Collateral"); and

WHEREAS, the Grantor has requested that the Collateral Agent terminate and release its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, hereby terminates, cancels and releases the Security Interest in the Trademark Collateral, without recourse to the Collateral Agent and without representation or warranty of any kind.

The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral, is hereby authorized to record this Release with the United States Patent and Trademark Office.

[Signature Page Follows]

TRADEMARK REEL: 006904 FRAME: 0447 IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARES CAPITAL CORPORATION, as Collateral Agent

Name: Joshua Bloomstein

Title: Authorized Signatory

## **SCHEDULE I**

to

# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

## U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Mark</u>	Registration Date	Registration No.	Status
	March 20, 2018	5427558	Registered
PERRIN-110 ANUMAL HOMPTEAL	March 13, 2018	5422487	Registered
Go Care			
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SEEINGLIPE TERCUIGH YOUR PETS EYES	April 28, 2009	3611958	Registered

## U.S. Trademark Applications

<u>Mark</u>	Filing Date	Application No.	Status
<b>6</b> )	August 28, 2018	88095157	Pending
	December 6, 2018	88220678	Pending

TRADEMARK REEL: 006904 FRAME: 0449

**RECORDED: 04/01/2020**