

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freeport Financial Partners LLC, as Agent		12/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Innovative Petcare, Inc.		
Street Address:	10800 Pecan Park Blvd., #320 & #325		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78750		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4878205	INNOVETIVE PET CARE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0554		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/02/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This RELEASE OF SECURITY INTERESTS IN TRADEMARKS (“Release”) is made as of this 2nd day of December, 2020, by FREEPORT FINANCIAL PARTNERS LLC, in its capacity as administrative agent (“Agent”) for the Secured Parties (as defined in the Credit Agreement referenced herein), in favor of INNOVETIVE PETCARE, INC., a Delaware corporation (“Company”), pursuant to that certain Credit Agreement, dated as of February 14, 2018 (the “Credit Agreement”), and that certain Guaranty and Security Agreement, dated as of February 14, 2018, by and among *inter alios*, Company and Agent (the “Security Agreement”).

WITNESSETH:

WHEREAS, in connection with the Security Agreement, the Company executed in favor of Agent that certain Trademark Security Agreement, dated as of February 14, 2018 (the “Trademark Security Agreement”), recorded with the United States Patent and Trademark Office on February 14, 2018 at Reel/Frame 6273/0323;

WHEREAS, pursuant to the Trademark Security Agreement, the Company mortgaged, pledged, hypothecated and granted to Agent for the benefit of the Secured Parties a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Company (collectively, the “Trademark Collateral”):

- all of its Trademarks and all Intellectual Property licenses providing for the grant by or to the Company of any right under any Trademark, including, without limitation, those listed on Schedule A hereto;
- all renewals and extensions of the foregoing;
- all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- all income, royalties, proceeds and Liabilities 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, violation or other impairment thereof; AND

WHEREAS, Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Agent agrees, for the benefit of the Company, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Trademark Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).
2. Release of Security Interest. Agent does hereby release, terminate, cancel, relinquish and discharge its Lien on and security interest in all of the Company’s right, title and interest in, to and under the Trademark Collateral, and re-assigns to the Company any right, title or interest Agent may have in the Trademark Collateral.

3. Termination. Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.
4. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its authorized officer as of the date of this Release.

FREEPORT FINANCIAL PARTNERS LLC, as Agent

By: Joseph V. Walker
Name: Joseph V. Walker
Title: CEO

SCHEDULE A

Trademarks

MARK	REGISTRATION NUMBER	REGISTRATION DATE
INNOVETIVE PET CARE	4878205	12/29/15

Schedule A