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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM612727

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL		12/04/2020	Chartered Bank: CANADA

RECEIVING PARTY DATA

Name:	Lakefield Acquisition Corp., f/k/a Best Friends Acquisition Corp.
Street Address:	19717 62nd Ave S, Suite F103
City:	Kent
State/Country:	WASHINGTON
Postal Code:	98032
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4970186	BRIXTON
Registration Number:	4898337	BRIXTON
Registration Number:	5287667	LAKEFIELD VETERINARY GROUP
Registration Number:	5402742	BEST FRIENDS PET HOTEL
Registration Number:	5379288	
Registration Number:	5318512	LAKEFIELD VETERINARY GROUP

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 216-586-3939

Email: cartigas@jonesday.com, ssaracene@jonesday.com,

pcyngier@jonesday.com

Correspondent Name: CARINE ARTIGAS/JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 4: CLEVELAND, OHIO 44114-1190

ATTORNEY DOCKET NUMBER:	927268-635004
NAME OF SUBMITTER:	CARINE ARTIGAS
SIGNATURE:	/CARINE ARTIGAS/
DATE SIGNED:	12/07/2020

TRADEMARK REEL: 007124 FRAME: 0934

900583976

Total Attachments: 3

source=BMO Signed Trademark Release (2324411x7ACF2)#page1.tif source=BMO Signed Trademark Release (2324411x7ACF2)#page2.tif source=BMO Signed Trademark Release (2324411x7ACF2)#page3.tif

TRADEMARK REEL: 007124 FRAME: 0935

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT (this "Termination"), is dated as of December 4, 2020, and made by Bank of Montreal, a Canadian chartered bank, ("Agent") to Lakefield Acquisition Corp., f/k/a Best Friends Acquisition Corp., a Delaware corporation ("Debtor").

WHEREAS, pursuant to that certain Security Agreement, dated as of April 2, 2015 (as amended, amended and restated, modified and/or supplemented from time to time, the "Security Agreement"), among Debtor, the other parties signatory thereto and Agent, Debtor granted to Agent a security interest in and continuing lien on all of Debtor's right, title and interest in, to and under the trademark and trademark applications set forth on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, pursuant to that certain Trademark Collateral Agreement dated as of October 17, 2017, (the "Trademark Collateral Agreement" together with the Security Agreement, the "Collateral Agreements"), made by Debtor, in favor of Agent with respect to the Released Trademarks was recorded in the Trademark Division of the United States Patent and Trademark Office on October 17, 2017, at Reel 6184 and Frame 0211:

WHEREAS, Debtor has requested that Agent release its security interest in and continuing lien on all right, title and interest of Debtor in, to and under the Released Trademarks; and

WHEREAS, Agent now desires to terminate and release its security interest in and continuing lien on all right, title and interest of Debtor in, to and under the Released Trademarks, and reassign any and all right, title and interest in the same to Debtor;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

- 1. <u>Termination and Release of Security Interest</u>. Agent hereby terminates the Trademark Collateral Agreement and terminates, releases, cancels and discharges its security interest in and continuing lien on all right, title and interest of Debtor in, to and under the Released Trademarks and any and all right, title and interest of Agent in such Released Trademarks, including all goodwill associated therewith, is hereby assigned, transferred and conveyed to Debtor.
- 2. <u>Representations and Warranties</u>. Agent represents and warrants that: (i) it has the full power and authority to execute this Termination; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Collateral Agreements.
- 3. <u>Further Assurances</u>. 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 contemplated hereby.
- 4. <u>Governing Law.</u> This Termination 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.

Lakefield release of trademark collateral agreement - BMO Executed 4170114

TRADEMARK REEL: 007124 FRAME: 0936 IN WITNESS WHEREOF, Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BANK OF MONTREAL, as Agent

By:

Name: Nicolas Vanier Title: Managing Director

Vinceni Roy, CPA, CA, CFA

Director, BMO Corporate Finance

SCHEDULE A TO TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG.NO.	GRANTED
BRIXTON	4970186	05/31/2016
BRIXTON	4898337	02/09/2016
LAKEFIELD VETERINARY GROUP	5287667	09/12/2017
BEST FRIENDS PET HOTEL	5402742	02/13/2018
LAKEFIELD LOGO	5379288	01/16/2018
LAKEFIELD VETRINARY GROUP AND DESIGN	5318512	10/24/2017

RECORDED: 12/07/2020

TRADEMARK REEL: 007124 FRAME: 0938