

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621851

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900580372

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		11/13/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PFS Holding Corporation
Street Address:	4737 Hecktown Road
City:	Easton
State/Country:	PENNSYLVANIA
Postal Code:	18045
Entity Type:	Corporation: DELAWARE
Name:	Phillips Feed Service, Inc.
Street Address:	4737 Hecktown Road
City:	Easton
State/Country:	PENNSYLVANIA
Postal Code:	18045
Entity Type:	Corporation: PENNSYLVANIA
Name:	Omnipet, Inc.
Street Address:	4737 Hecktown Road
City:	Easton
State/Country:	PENNSYLVANIA
Postal Code:	18045
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4096246	PETFLOW
Registration Number:	3914345	PETFLOW.COM
Registration Number:	5741835	ENDLESS MARKETING
Registration Number:	5388520	ENDLESS AISLES
Registration Number:	4815752	THEITKIT
Serial Number:	88040552	SWITCHBOARD

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

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: 2128598000
Email: teas@friedfrank.com
Correspondent Name: Corey Fersel c/o Fried Frank
Address Line 1: One New York Plaza
Address Line 2: 26th Floor
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	33128-25
NAME OF SUBMITTER:	Corey Fersel
SIGNATURE:	/Corey Fersel/
DATE SIGNED:	01/22/2021

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS


November 13, 2020

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jefferies Finance LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, (the “Collateral Agent”), does hereby release its Lien on and security interest it holds in the Grantors’ (as defined herein) right, title and interest in, to and under the Intellectual Property, including those certain Trademarks of PFS Holding Corporation, Phillips Feed Service, Inc. and OmniPet, Inc. (each, a “Grantor” and, collectively, the “Grantors”), granted to the Collateral Agent pursuant to the Supplemental Intellectual Property Security Agreement, dated as of March 16, 2020, by and among the Grantors and the Collateral Agent, which was recorded in the United States Patent and Trademark Office on March 25, 2020, at Reel 6899, Frame 0570 (the “Trademark Security Agreement”) and that certain Pledge and Security Agreement, dated as of January 31, 2014, by and among the Grantors, the other grantors party thereto, Collateral Agent, and other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; all capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement, as applicable), which are identified on Schedule A annexed hereto and made a part hereof, and releases, relinquishes and discharges all of its right, title and interest in and to such Trademarks, to the extent previously assigned to the Collateral Agent under the Trademark Security Agreement, and hereby reassigns all such right, title, and interest to the applicable Grantor, without representation or warranty of any kind, nature or description. The Collateral Agent hereby authorizes the recordation of this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Collateral Agent agrees to execute and deliver to the Grantors, at the Grantors’ sole expense, all other instruments and other documents as may be reasonably requested by Grantor to release the security interest in the Trademarks which had been granted under the Trademark Security Agreement or Security Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be executed as of the date first above written.

JEFFERIES FINANCE LLC, as Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

SCHEDULE A
TRADEMARKS

Trademark	App. No. Filing Date	Reg. No. Reg. Date	Owner/ Applicant or Registrant
PETFLOW	85358617 06/28/2011	4096246 02/07/2012	Omnipet, Inc.
PETFLOW.COM	85070069 06/23/2010	3914345 02/01/2011	Omnipet, Inc.
ENDLESS MARKETING	88140347 10/02/2018	5741835 04/30/2019	PFS Holding Corporation
ENDLESS AISLES	87453134 05/17/2017	5388520 01/23/2018	PFS Holding Corporation
SWITCHBOARD	88040552 07/17/2018	Not yet registered	PFS Holding Corporation
THEITKIT	86231168 03/25/2014	4815752 09/22/2015	Phillips Feed Service, Inc.