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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM621287 Stylesheet Version v1.2

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 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Freeport Financial Partners LLC		01/19/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Veterinary Practice Partners, LLC
Street Address:	601 S Henderson Rd, Ste. 155
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406-4234
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	5252963	VETERINARY PRACTICE PARTNERS	
Registration Number:	5295971	VPP VETERINARY PRACTICE PARTNERS	

CORRESPONDENCE DATA

Fax Number: 4048817777

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: 7044441000

Email: kelly.branch@alston.com

Correspondent Name: Lauren R. Timmons

Address Line 1: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Kelly K. Branch
SIGNATURE:	/Kelly K. Branch/
DATE SIGNED:	01/20/2021

Total Attachments: 4

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> TRADEMARK REEL: 007165 FRAME: 0627

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of January 19, 2021, is made by Freeport Financial Partners LLC, in its capacity as administrative agent (the "Agent"), in favor of Veterinary Practice Partners, LLC a Delaware limited liability company (the "Grantor"), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of June 30, 2017 (as amended, modified, restated, amended and restated and/or supplemented from time to time, the "Security Agreement"), by the Grantor and the other parties party thereto in favor of the Agent, and that certain Trademark Security Agreement, dated as of June 30, 2017 (the "IP Security Agreement" and, collectively with the Security Agreement, the "Security Agreements") made by the Grantor in favor of the Agent, the Grantor granted a security interest (the "Security Interest") in certain collateral in favor of the Agent, including the IP Collateral (as hereinafter defined);

WHEREAS, the IP Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 30, 2017, at Reel 6096, Frame 0600;

WHEREAS, the Grantor has satisfied and fulfilled all of its obligations to release the Agent's Security Interest in the IP Collateral; and

WHEREAS, the Agent now desires to terminate and release the IP Security Agreement and the entirety of its Security Interest in the IP Collateral described on <u>Annex I</u> attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>IP Collateral</u>", as used herein, shall mean all of the Grantor's right, title and interest in, to and under the Copyrights, Patents and Trademarks listed on <u>Annex I</u> attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreements, as applicable.
- 2. Release of Security Interest. The Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of Grantor, and its successors and assigns, its Security Interest in and to the IP Collateral, and the IP Security Agreements and any and all right, title and interest of the Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Agent's Security Interest in the IP Collateral.

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- 3. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.
- 4. <u>Governing Law</u>. 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 NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Intellectual Property Collateral by its duly authorized officer as of the date first above written.

FREEPORT FINANCIAL PARTNERS LLC, as Agent

Title: Managing Director

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ANNEX I

U.S. Trademarks:

Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner
VETERINARY PRACTICE PARTNERS	87338514	5252963	Veterinary Practice
	16-FEB-2017	25-JUL-2017	Partners, LLC
VPP VETERINARY PRACTICE PARTNERS	87338523	5295971	Veterinary Practice
	16-FEB-2017	26-SEP-2017	Partners, LLC

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RECORDED: 01/20/2021

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