

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632225

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Phillips Pet Holding Corporation		03/15/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PFS Holding Corporation		
<b>Street Address:</b>	3747 Hecktown Road		
<b>City:</b>	Easton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18045		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Phillips Feed Service, Inc.		
<b>Street Address:</b>	3747 Hecktown Road		
<b>City:</b>	Easton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18045		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Omnipet, Inc.		
<b>Street Address:</b>	3747 Hecktown Road		
<b>City:</b>	Easton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18045		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4096246	PETFLOW	
<b>Registration Number:</b>	3914345	PETFLOW.COM	
<b>Registration Number:</b>	5741835	ENDLESS MARKETING	
<b>Registration Number:</b>	5388520	ENDLESS AISLES	
<b>Registration Number:</b>	4815752	THEITKIT	
<b>Serial Number:</b>	88040552	SWITCHBOARD	

CH \$165.00 4096246

**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 4:** New York, NEW YORK 10004

<b>ATTORNEY DOCKET NUMBER:</b>	33128-25
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<b>NAME OF SUBMITTER:</b>	Corey Fersel
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<b>SIGNATURE:</b>	/Corey Fersel/
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<b>DATE SIGNED:</b>	03/16/2021
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**Total Attachments: 3**

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source=Phillips - Trademark Release (10.15.19 Agreement) (2L Facility) (Executed)#page3.tif

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

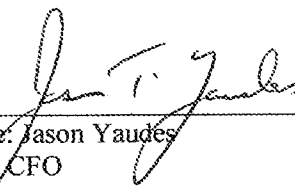
March 15, 2021

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Phillips Pet Holding Corporation, as collateral agent (as successor in interest to Goldman Sachs Bank USA) (in such capacity, together with its successors and permitted assigns, (the "Agent"), does hereby certify that the 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 Agent pursuant to the Supplemental Intellectual Property Security Agreement, dated as of March 12, 2020, by and among the Grantors and the Agent, which was recorded in the United States Patent and Trademark Office on March 17, 2020 at Reel 6893, Frame 0892 (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, 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, is hereby released, relinquished and discharged and all right, title and interest in and to such Trademarks, to the extent previously assigned to the Agent under the Trademark Security Agreement is hereby reassigned to the applicable Grantor, without representation or warranty of any kind, nature or description. The 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 Agent agrees to execute and deliver to the Grantors, at the Grantors' expense, all other instruments and other documents as may be reasonably necessary or proper 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 as of the date first above written.

**PHILLIPS PET HOLDING CORPORATION, as  
Agent**

By:   
Name: Jason Yaudes  
Title: CFO

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK  
REEL: 007221 FRAME: 0958**

**SCHEDULE A**  
**TRADEMARKS**

<b>Trademark</b>	<b>App. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Owner/ Applicant or Registrant</b>
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.