

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634129

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Axar Capital Management, LP		11/13/2020	Limited Partnership: DELAWARE
Ascribe III Investments LLC		11/13/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Omnipet, Inc.
Street Address:	3747 Hecktown Road
City:	Easton
State/Country:	PENNSYLVANIA
Postal Code:	18045
Entity Type:	Corporation: DELAWARE
Name:	PFS Holding Corporation
Street Address:	3747 Hecktown Road
City:	Easton
State/Country:	PENNSYLVANIA
Postal Code:	18045
Entity Type:	Corporation: DELAWARE
Name:	Phillips Feed Service Inc.
Street Address:	3747 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

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88040552	SWITCHBOARD
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	2128598000	
Email:	teas@friedfrank.com	
Correspondent Name:	Corey Fersel c/o Fried Frank et al	
Address Line 1:	One New York Plaza	
Address Line 4:	New York, NEW YORK 10004	
ATTORNEY DOCKET NUMBER:	33128-25	
NAME OF SUBMITTER:	Corey Fersel	
SIGNATURE:	/Corey Fersel/	
DATE SIGNED:	03/24/2021	
Total Attachments: 4		
source=WF-Phillips - IP Release (Supersenior Facility) (Executed)#page1.tif		
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

November 13, 2020

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Axar Capital Management, LP and Ascribe III Investments LLC, in their joint capacity as administrative agent and collateral agent for the Secured Parties under the Security Agreement referred to below (the "Agent"), do 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 Omnipet, Inc., PFS Holding Corporation and Phillips Feed Service Inc. (each, a "Grantor" and, together, the "Grantors"), granted to the Agent pursuant to the Intellectual Property Security Agreement, dated as of March 18, 2020, by and among the Grantors and the Agent, which was recorded in the United States Patent and Trademark Office on March 23, 2020 at Reel 6897, Frame 0576 (the "Intellectual Property Security Agreement") and that certain Pledge and Security Agreement, dated as of March 18, 2020, by and among the Grantors, the other grantors party thereto, the 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 Intellectual Property 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 Intellectual Property Security Agreement is hereby reassigned to the Grantors, 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 Intellectual Property Security Agreement or Security Agreement.

[Signature Page to Follow]

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

AXAR CAPITAL MANAGEMENT, LP, as Agent



By: _____

Name: Andrew Axelrod

Title: Authorized Signatory

ASCRIBE III INVESTMENTS LLC, as Agent

By: _____

Name:

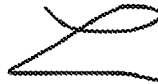
Title:

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

AXAR CAPITAL MANAGEMENT, LP, as Agent

By: _____
Name:
Title:

ASCRIBE III INVESTMENTS LLC, as Agent



By: _____
Name: Lawrence First
Title: Chief Investment Officer

SCHEDULE A
TRADEMARKS

Mark	Serial 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 05/17/2017	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.