# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM639185

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Peninsula Fund VI Limited Partnership		04/13/2021	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Agropec Trading, LLC
Street Address:	14540 NW 60th Avenue
City:	Miami Lakes
State/Country:	FLORIDA
Postal Code:	33014
Entity Type:	Limited Liability Company: FLORIDA

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4885024	VETCRAFTED
Registration Number:	3494983	ALLIVET TRUSTED PET PHARMACY

### **CORRESPONDENCE DATA**

4142974900 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: 414-271-2400 Email: sfelde@foley.com Foley & Lardner LLP **Correspondent Name:** 

Address Line 1: 777 East Wisconsin Avenue

Address Line 4: Milwaukee, WISCONSIN 53202-5306

ATTORNEY DOCKET NUMBER:	117331-0101
NAME OF SUBMITTER:	Sara M. Felde
SIGNATURE:	/Sara M. Felde/
DATE SIGNED:	04/14/2021

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 007255 FRAME: 0079

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 13, 2021 ("Release"), is made by The Peninsula Fund VI Limited Partnership, a Delaware limited partnership (the "Creditor"), in favor of Agropec Trading, LLC, a Florida limited liability company (formerly known as Agropec Trading, Inc.) (the "Obligor").

WHEREAS, the Obligor, the other Obligors from time to time party thereto and the Creditor have entered into that certain Note Purchase Agreement, dated as of February 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Creditor has purchased from the Obligor that certain Senior Subordinated Promissory Note upon the terms and subject to the conditions set forth therein.

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement, dated as of February 28, 2017, by and among Obligor, Creditor and the other Obligors from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and that certain Notice of Grant of Security Interest in Trademarks, dated as of February 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by the Obligor in favor of the Creditor, the Obligor has granted to the Creditor a security interest in all of its Collateral, including those Trademarks listed on Schedule 1 of the Trademark Security Agreement (the "Trademark Collateral"); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on March 7, 2017 at reel 6003 frame 0674.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Creditor agrees as follows:

SECTION 1. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.

### SECTION 2. <u>Termination and Release</u>. The Creditor hereby:

- (a) terminates, cancels, discharges, and releases the security interest in and to all of the Trademark Collateral, including, but not limited to, the Trademark Collateral listed on Schedule 1 attached hereto, granted pursuant to the Security Agreement and the Trademark Security Agreement; and
- (b) authorizes the recordation of this Release with the USPTO at the Obligor's expense.

SECTION 3. <u>Governing Law</u>. This Release shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to principles of conflicts of laws that would result in the application of the law of any other jurisdiction.

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IN WITNESS WHEREOF, the Creditor has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

# THE PENINSULA FUND VI LIMITED PARTNERSHIP, as Creditor

By: Peninsula Fund VI Management, L.L.C., its General Partner

By: Peninsula Capital Partners L.L.C., its Manager

Scott A. Reilly, President and Chief

Investment Officer

Trademark Release (United States)
Agropec Trading, LLC

# Schedule 1

# Agropec Trading, LLC (Florida limited liability company f/k/a Agropec Trading, Inc.)

### U.S. Trademarks

### **Trademark Registrations**

Mark	Reg. No.	Reg. Date
VETCRAFTED	4885024	01/12/2016
ALLIVET TRUSTED PET PHARMACY	3494983	09/02/2008

4839-5199-8948

**RECORDED: 04/14/2021** 

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