

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM653127

<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>
Bank of Montreal, as Administrative Agent		07/05/2016	Chartered Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pet Valu Canada Inc.		
<b>Street Address:</b>	130 Royal Crest Court		
<b>City:</b>	Markham		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L3R 0A1		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3963108	PET VALU COMPANION	
<b>Registration Number:</b>	3868526	THE PULSE OF FELINE NUTRITION	
<b>Registration Number:</b>	3989376	YOUR PET. YOUR STORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	rlyne@paulweiss.com, snygren@paulweiss.com, mmcguire@paulweiss.com		
<b>Correspondent Name:</b>	Rebecca B. Lyne		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 2:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	17514-118		
<b>NAME OF SUBMITTER:</b>	Rebecca Lyne		
<b>SIGNATURE:</b>	/s/ Rebecca Lyne		
<b>DATE SIGNED:</b>	06/10/2021		
<b>Total Attachments: 4</b>			
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**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT (“Release”) is made as of July 5, 2016, by Bank of Montreal, as Administrative Agent (in such capacity, “Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Pet Valu Canada Inc. (“Grantor”), and Secured Party are parties to that certain Trademark Collateral Agreement dated as of July 4, 2012 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Secured Party in certain trademarks and trademark collateral as security for certain obligations owing by Grantor to Secured Party, including the trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office at Reel 4815, Frame 0023 on July 5, 2012;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates, cancels, relinquishes, discharges and releases its security interest in all of Grantor’s right, title and interest in, to and under the following (collectively, the “Trademark Collateral”):

(i) each trademark, trademark registration and trademark application owned by Grantor, including, without limitation, the federal trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for damages by reason of past, present or future infringement or dilution of any trademark, trademark registration, or trademark application owned by Grantor, including, without limitation, the federal trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

2. Secured Party hereby terminates, cancels, relinquishes, discharges and releases its security interest in the Trademark Collateral and reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademark Collateral.

3. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents, and to provide to Grantor and its successors, assigns or other legal representatives all such cooperation and assistance, and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

4. Secured Party hereby authorizes the Grantor or Grantor's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of Secured Party's security interest in the Trademark Collateral and (iii) otherwise record or file this Release in the applicable governmental office or agency.

5. 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 signed counterpart of this Release.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**BANK OF MONTREAL**

By: 

Name: **Hesham Abourahma**  
Title: **Managing Director**

By: 

Name: **Ryan Bulmer**  
Title: **Associate**

[Signature Page to BMO Trademark Release and Reassignment (2012 Trademark Collateral Agreement)]

**SCHEDULE 1**

**TRADEMARKS FOR WARES**

<b>PET VALU CANADA INC. - U.S.</b>					
	<b>Design</b>	<b>Wares</b>	<b>Registration Date</b>	<b>Expiry</b>	<b>Registration No.</b>
1	PET VALU COMPANION	Pet-related periodicals and magazines	May 17, 2011	<b>May 11, 2021</b>	3,963,108
2	THE PULSE OF FELINE NUTRITION	Cat food	October 26, 2010	<b>October 26, 2020</b>	3,868,526

**TRADEMARKS FOR SERVICES**

<b>PET VALU CANADA INC. - U.S.</b>					
	<b>Design</b>	<b>Services</b>	<b>Registration Date</b>	<b>Expiry</b>	<b>Registration No.</b>
3	YOUR PET. YOUR STORE.	Retail store services in the field of pet supplies and pet food	July 5, 2011	<b>July 5, 2021</b>	3,989,376