# CH \$340.00 29950;

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM657194

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC, as Administrative Agent		06/30/2021	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Pet Supermarket, Inc.	
Street Address:	1100 International Parkway	
City:	Sunrise	
State/Country:	FLORIDA	
Postal Code:	33323	
Entity Type:	Corporation: FLORIDA	

## **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2995037	HAVE A HEALTHIER PET FOR LESS
Registration Number:	4948262	HEALTHY GREENS
Registration Number:	3907151	NSI NATIONAL SHOPPERS INSTITUTE
Registration Number:	3720341	PETSUPERMARKET
Registration Number:	3720340	PET SUPERMARKET
Registration Number:	3720342	PETSUPERMARKET
Registration Number:	2388845	PETSUPERMARKET
Registration Number:	2995033	SPOKESPET
Registration Number:	2992494	SUPER IS OUR MIDDLE NAME
Registration Number:	3124533	V.I.P. VERY IMPORTANT PET
Registration Number:	3124554	WE SPEAK PET
Serial Number:	86508502	PETSUPERMARKET
Serial Number:	86508559	PET SUPERMARKET

### **CORRESPONDENCE DATA**

**Fax Number:** 2124920298

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:** 212 373 2594

Email: rlyne@paulweiss.com, mmcguire@paulweiss.com

TRADEMARK

900626772 REEL: 007341 FRAME: 0599

Correspondent Name: Rebecca B. Lyne

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	017514-118
NAME OF SUBMITTER:	Rebecca B. Lyne
SIGNATURE:	/s/ Rebecca Lyne
DATE SIGNED:	06/30/2021

## **Total Attachments: 5**

source=golub prb trademark release (pet supermarket) executed#page1.tif source=golub prb trademark release (pet supermarket) executed#page2.tif source=golub prb trademark release (pet supermarket) executed#page3.tif source=golub prb trademark release (pet supermarket) executed#page4.tif source=golub prb trademark release (pet supermarket) executed#page5.tif

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 30, 2021, is made by Golub Capital Markets LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Grantee</u>"), in favor of Pet Supermarket, Inc., a Florida corporation (the "<u>Grantor</u>").

WHEREAS, the Grantor and the Grantee are parties to that certain U.S. Trademark Security Agreement dated as of July 5, 2016 (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Grantee a Lien on and security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the "<u>USPTO</u>") on July 22, 2016 at Reel 5827 and Frame 0548;

WHEREAS, the Grantee has agreed to terminate and release the entirety of its security interest in, to and under and lien on the Trademark Collateral and reassign any and all rights in the same to the Grantor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them (including by reference to other agreements) in the Trademark Security Agreement, as applicable.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

- 1. Release of Security Interest. The Grantee hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases, relinquishes and discharges fully all mortgages and liens on and security interests in the following (collectively, the "Trademark Collateral"):
  - (a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in Schedule A annexed hereto; and
  - (b) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by Grantors including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in Schedule A annexed hereto.

and hereby reassigns and transfers to the Grantor, without representation, warranty or recourse of any kind, any and all right, title and interest the Grantee or the Secured Parties may have in, to or under the Trademark Collateral (including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto).

2. Recordation. The Grantee hereby authorizes the Grantor, or the Grantor's authorized representative(s), as the case may be, to record this document with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for

Trademarks in the USPTO, and any other necessary United States government officer, record this document, it being understood that such recordation shall be at the Grantor's sole expense.

3. *Governing Law*. This document shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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

GOLUB CAPITAL LLC,

as Administrative Agent

Name: Marc C. Robinson
Title: Senior Managing Director

# **SCHEDULE A**

# REGISTERED TRADEMARKS

Trademark	Registration No. and Reg. Date	Status	Owner
HAVE A HEALTHIER PET FOR LESS	2,995,037 September 13, 2005	Registered	Pet Supermarket, Inc.
HEALTHY GREENS	4948262 April 26, 2016	Registered	Pet Supermarket, Inc.
NATIONAL SHOPPERS INSTITUTE	3,907,151 January 18, 2011	Registered	Pet Supermarket, Inc.
PET SUPERMARKET (in box m yellow and red)	3,720,341 December 1, 2009	Registered	Pet Supermarket, Inc.
PET SUPERMARKET (Stacked in yellow and red)	3,720,340 December 1, 2009	Registered	Pet Supermarket, Inc.
PETSUPERMARKET (Block letters in yellow and red)	3,720,342 December 1, 2009	Registered	Pet Supermarket, Inc.
PETSUPERMARKET (in box with black border)	2,388,845 September 19, 2000	Registered	Pet Supermarket, Inc.
SPOKESPET	2,995,033 September 13, 2005	Registered	Pet Supermarket, Inc.
SUPER IS OUR MIDDLE NAME	2,992,494 September 6, 2005	Registered	Pet Supermarket, Inc.

V.I.P. VERY IMPORTANT PET	3,124,533	Registered	Pet Supermarket, Inc.
	August 1,2006		
WE SPEAK PET	3,124,554	Registered	Pet Supermarket, Inc.
	August 1, 2006		

# TRADEMARK APPLICATIONS

Trademark	App. No. and App. Date	Owner
PETSUPERMARKET	86/508,502 January 20, 2015	Pet Supermarket, Inc.
PET SUPERMARKET (with space)	86/508,559 January 20, 2015	Pet Supermarket, Inc.