

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		12/01/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	VETERINARY PRACTICE PARTNERS, LLC		
Street Address:	601 S. HENDERSON ROAD		
Internal Address:	SUITE 155		
City:	KING OF PRUSSIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5252963	VETERINARY PRACTICE PARTNERS	
Registration Number:	5295971	VPP VETERINARY PRACTICE PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11668.547		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	12/01/2021		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY
INTEREST IN TRADEMARK COLLATERAL**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of December 1, 2021 (this “Release”) is made by ARES CAPITAL CORPORATION, in its capacity as collateral agent under the Credit Agreement (as defined below) (the “Agent”), in favor of VETERINARY PRACTICE PARTNERS, LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, the Grantor and the Agent entered into that certain Credit Agreement dated as of January 20, 2021 (as amended, restated, amended and restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Credit Agreement”), by and among VPP Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), the Grantor as Borrower (as defined therein), the Agent and the other parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered that certain Guaranty and Collateral Agreement dated as of January 20, 2021 (as amended, restated, amended and restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Guaranty and Collateral Agreement”), by and among the various other grantors party thereto (collectively with the Grantor, the “Grantors”) and the Agent, pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement dated as of January 20, 2021, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office on January 20, 2021 at Reel 7165, Frame 0489 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Trademark Security Agreement” and together with the Guaranty and Collateral Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, each Grantor (collectively, “Releasees”), granted to Ares Capital Corporation, as the Agent for the benefit of the Secured Parties (“Releasor”), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule I hereto, to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter dated as of December 1, 2021, entered into by the Agent, Holdings and the Grantor, the Agent acknowledged the full payment and performance of the Secured Obligations of each Grantor, and accordingly each Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral, (ii) re-transfers and re-assigns to the Grantor any and all right, title and interest that the Agent may have in, to and under the Trademark Collateral, (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral and effect the release of such rights to the Grantor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.

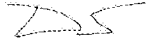
3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release 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 undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,
as Agent


By: 
Name: David Schwartz
Title: Authorized Signatory

[Signature Page to Release of Security Interest – Trademarks]

TRADEMARK
REEL: 007514 FRAME: 0624

SCHEDULE I

1. REGISTERED TRADEMARKS

Mark	Owner	Reg. No.	Reg. Date
VETERINARY PRACTICE PARTNERS	Veterinary Practice Partners, LLC	5252963	7/25/17
VPP VETERINARY PRACTICE PARTNERS and Design 	Veterinary Practice Partners, LLC	5295971	9/26/17

2. TRADEMARK APPLICATIONS

None.