# CH \$115.00 436

ETAS ID: TM739600

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A.		07/05/2022	National Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	ETHOS VETERINARY HEALTH LLC		
Street Address:	20 CABOT ROAD		
City:	WOBURN		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4367375	IVG INTOWN VETERINARY GROUP
Serial Number:	86781525	VETBLOOM
Serial Number:	86781527	VETBLOOM
Serial Number:	86833655	ETHOS VETERINARY HEALTH

# **CORRESPONDENCE DATA**

**Fax Number:** 2127352000

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:** 2127352811

**Email:** mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

153780/140
Kelly Nabaglo
/s/ Kelly Nabaglo
07/07/2022

**Total Attachments: 4** 

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 5, 2022 (the "Effective Date"), by CITIZENS BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent"), in favor of ETHOS VETERINARY HEALTH LLC, a Delaware limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below), or if not defined therein, in the Credit Agreement (as defined below).

WHEREAS, reference is made to (a) that certain Credit Agreement, dated as of December 18, 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the Administrative Agent, and the Lenders party thereto, and (b) the Pledge and Security Agreement dated as of December 18, 2015 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto, and the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor and the Administrative Agent entered into that certain Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of December 18, 2015, which was recorded with the United States Patent and Trademark Office on December 18, 2015 at Reel 5693, Frame 0008 (as amended, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the terms of the Trademark Security Agreement, the Grantor confirmed that, pursuant to the Security Agreement, it granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, a general lien upon and/or a right of set-off against (the "Security Interest") all of the Grantor's right, title, and interest in and to the following, whether then owned or thereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world, including the trademark applications and trademark registrations listed on Schedule I attached hereto (collectively, the "Trademark Collateral"): (i) all trademarks of the Grantor;

- (ii) all applications for trademarks to be issued by the United States Patent and Trademark Office:
- (iii) all trademarks issued by any other country or any office, agency or other Governmental Authority thereof;
- (iv) all applications for trademarks to be issued by any office, agency or other Governmental Authority referred to in clause (iii) above;
  - (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;
- (vii) all licenses and other agreements relating in whole or in part to any trademarks, including all rights to payments in respect thereof;
  - (viii) all rights to sue for past, present or future infringements of any of the foregoing;
  - (ix) all good will related to any of the foregoing;
- (x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and

(xi) all proceeds of any and all of the foregoing; and WHEREAS, the Administrative Agent now desires to release its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates, releases and discharges in full its Security Interest in the Trademark Collateral and terminates and cancels the Trademark Security Agreement. The Administrative Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Administrative Agent's Security Interest in the Trademark Collateral.

[Signature Page Follows]

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**IN WITNESS WHEREOF**, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CITIZENS BANK, N.A., as Administrative Agent

By: <u>Amon fattl</u> Name: Aman Patel

Title: Director

**REEL: 007773 FRAME: 0069** 

# **SCHEDULE I**

to

# RELEASE OF SECURITY INTEREST IN TRADEMARKS

(A) Registrations:

<u>Title</u> <u>Trademark No.</u> <u>Issue Date</u>

IVG Hospitals, Inc. 4,367,375 IVG Intown Veterinary

Group (letters and design)

(B) Applications:

<u>Title</u> <u>Application No.</u> <u>Application Date</u>

VetBloom 86/781,525 October 8, 2015

VetBloom (and Design) 86/781,527 October 8, 2015

Ethos Veterinary Health 86/833,655 November 30, 2015

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**RECORDED: 07/07/2022**