

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 6409/0328 (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, as Collateral Agent		08/31/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	VetCor of Stow LLC		
Street Address:	141 Longwater Drive, Suite 108		
City:	Norwell		
State/Country:	MASSACHUSETTS		
Postal Code:	02061		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4167233	PRIMARY PET CARE AFFORDABLE VACCINES & W	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	098955-30060		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	09/01/2022		
Total Attachments: 5			
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "Release"), dated as of August 31, 2022, is made by **JEFFERIES FINANCE LLC**, as Collateral Agent (the "Collateral Agent") in favor of the Pledgors as set forth on Annex I attached hereto.

WHEREAS, pursuant to that certain (i) First Lien Credit Agreement, dated as of July 2, 2018 (as amended, restated, supplemented, refinanced, replaced or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among VETCOR PROFESSIONAL PRACTICES LLC, a Delaware limited liability company ("Borrower"), VETCOR ACQUISITION LLC, a Delaware limited liability company ("Holdings"), the Collateral Agent and the Lenders party thereto from time to time and (ii) Second Lien Credit Agreement, dated as of July 2, 2018 (as amended, restated, supplemented, refinanced, replaced or otherwise modified from time to time, the "Second Lien Credit Agreement" and together with the First Lien Credit Agreement, the "Credit Agreements"), by and among the Borrower, Holdings, Collateral Agent and the Lenders thereto from time to time, the Lenders agreed to make loans and extend other financial accommodations to or for the benefit of the Loan Parties;

WHEREAS, pursuant to that certain (i) Security Agreement (First Lien), dated as of July 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Security Agreement") and (ii) Security Agreement (Second Lien), dated as of July 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement" and together with the First Lien Security Agreement, the "Security Agreements") and those certain agreements described on Annex I attached hereto (collectively, the "IP Security Agreements"), each Pledgor granted security interests in its IP Collateral, including those properties listed on Annex I attached hereto; and

WHEREAS, the IP Security Agreements were recorded in the United States Patent and Trademark Office or the United States Copyright Office on the dates and on the reels/frames set forth on Annex I hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. Definitions. The term "IP Collateral", as used herein, shall mean all of such Pledgor's right, title or interest in, or to any and all of the Trademark Collateral and Copyright Collateral, including the properties listed on Annex I attached hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreements, Security Agreements or IP Security Agreements, as applicable.

2. Release of Security Interest. The Collateral Agent hereby terminates the IP Security Agreements and releases, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the IP Collateral, whether granted pursuant to the Security Agreements, the IP Security Agreements or any other agreement or document delivered in connection with the Credit Agreements or any other Loan Document, and the Collateral Agent hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in, to and under the IP Collateral to the relevant Pledgor. The Collateral Agent agrees, at such Pledgor's expense, to cooperate with the Pledgors and to provide the Pledgors with the information and additional authorization reasonably required or desirable to effect the release of the Collateral Agent's security interest in the released IP Collateral described herein.

3. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first above written.

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: Peter Cucchiara
Title: Senior Vice President

Grant of Security Interest in Copyrights (First Lien) and Grant of Security Interest in Copyrights (Second Lien), both dated as of July 2, 2018, by VETCOR OF FRESH POND LLC (the “Pledgor”) in favor of Collateral Agent, were both recorded with the United States Copyright Office on July 6, 2018.

VetCor of Fresh Pond LLC Copyrights


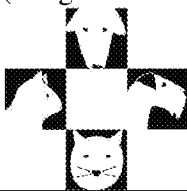
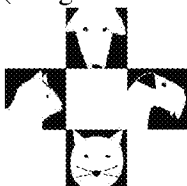
U.S. Copyright Registrations / Applications

Title	App. No.	App. Date	Reg. No.	Reg. Date
Fresh Pond Animal Hospital	-	-	VA 823-897	9/16/1996

Grant of Security Interest in Trademarks (First Lien) and Grant of Security Interest in Trademarks (Second Lien), both dated as of July 2, 2018, by VETCOR PROFESSIONAL PRACTICES LLC (the “Pledgor”) in favor of Collateral Agent, were both recorded with the United States Patent and Trademark Office on July 9, 2018 at Reel/Frame 6376/0161 and 6376/0168, respectively.

VetCor Professional Practices LLC Trademarks


U.S. Trademark Registrations / Applications

Loan Party – Owner	Trademark	Registration Number	Registration Date
VetCor Professional Practices LLC	VETCOR	2622015	9/17/2002
VetCor Professional Practices LLC	Cats and Dogs Logo (design trademark) 	3461901	7/8/2008
VetCor Professional Practices LLC	Cats and Dogs Logo (design trademark) 	3461904	7/8/2008
VetCor Professional Practices LLC	Cats and Dogs Logo (design trademark) 	3589816	3/17/2009

Grant of Security Interest in Trademarks (First Lien) and Grant of Security Interest in Trademarks (Second Lien), both dated as of July 2, 2018, by VETCOR OF STOW LLC (the “Pledgor”) in favor of Collateral Agent, were both recorded with the United States Patent and Trademark Office on July 9, 2018 at Reel/Frame 6414/0728 and 6409/0328, respectively.

VetCor of Stow LLC Trademarks

U.S. Trademark Registrations / Applications

Loan Party – Owner	Trademark	Registration Number	Registration Date
VetCor of Stow LLC	Primary Pet Care Affordable Vaccines and Wellness Care (design trademark) 	4167233	7/3/2012