OP \$265.00 6201984

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM856154

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST IN TRADEMARKS AT REEL 8019,

FRAME 0119

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACF Finco I LP, as agent		11/22/2023	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	SIRIUS PAWZ OPCO, LLC
Street Address:	20 Jay Street, Suite 902
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark	
Registration Number:	6201984	REMOVES THE STREET FROM YOUR DOG'S FEET	
Registration Number:	6054278	SANIPAW	
Registration Number:	5280282	YOUR DOG'S GOOD HEALTH STARTS WITH CLEAN	
Registration Number:	4992307	MAX WAX	
Registration Number:	4072923	1Z COAT	
Registration Number:	4415813	SAFESPOT	
Registration Number:	4418958	PROTEX PAWZ	
Registration Number:	3894874	1Z	
Registration Number:	3869700	BEST IN SNOW	
Registration Number:	3917438	PROTEX PAWZ	

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

TRADEMARK
REEL: 008269 FRAME: 0208

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Address Line 2: Address Line 4:		COGENCY GLOBAL INC. WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBE	R:	2184328 TM REL 2		
NAME OF SUBMITTER:		Dahlia Gottlieb		
SIGNATURE:		/Dahlia Gottlieb/		
DATE SIGNED:		11/27/2023		
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 November 22, 2023 ("Effective Date") by ACF FINCO I LP, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group ("Grantee"), in favor of SIRIUS PAWZ OPCO, LLC, a Delaware limited liability company, (the "Grantor"). Capitalized terms not defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, Grantor and Grantee are parties to that certain Trademark Security Agreement, dated as of March 27, 2023 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which Grantor granted to Grantee security interests (the "Security Interest") in all of such Grantor's rights, titles and interests in and to the Trademarks identified on Schedule A attached hereto included in the Trademark Collateral ("Collateral") as security for certain obligations owing by Grantor to Grantee;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 28, 2023, at Reel/Frame 8019/0119;

WHEREAS, Grantee now desires to release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral the receipt and sufficiency of which are hereby acknowledged, Grantee hereby agrees as follows:

- 1. <u>Release of Security Interest</u>. Grantee hereby, on behalf of itself and the Secured Parties, terminates, cancels, releases, and discharges any and all Security Interest it may have each of the Grantor's rights, titles, and interests in and to the following:
 - (a) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles, and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered set forth on Schedule A annexed hereto and all renewals and extensions thereof, and all rights corresponding thereto;
 - (b) all goodwill of each Grantor's business connected with the use of and symbolized by any of the foregoing;
 - (c) the right to sue or otherwise recover from and past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and

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- (d) all proceeds and accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages, and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.
- 2. If and to the extent that Grantee or the Secured Parties have acquired any right, title or interest in, to or under the Collateral, Grantee, on behalf of itself and the Secured Parties, hereby re-assigns, grants and conveys to each Grantor, as applicable, without any representation recourse, warranty or undertaking by the Grantee, all of Grantee's right, title and interest in and to the Collateral and any right, title or interest of Grantee or the Secured Parties in the Collateral shall hereby cease and become void. The Grantee, on behalf of itself and the Secured Parties, hereby (a) authorizes each Grantor and its successors, assigns, designees or other legal representatives to file this Release with the United States Patent and Trademark Office to evidence and effectuate the release and termination of Grantee's and the Secured Parties' Security Interest in the Collateral and (b) authorizes the Commissioner for Trademarks to record and register this Release.
- 3. <u>Further Assurances</u>. At the Grantor's sole cost and expense, Grantee agrees to execute and deliver all further releases and other documents, and to take all other actions as each Grantor may reasonably request in writing, necessary to evidence the release and termination of the Grantee's and the Secured Parties' rights under the Trademark Security Agreement with respect to the Collateral.
- 4. Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Collateral.
- 5. Counterparts, Facsimile or Electronic Delivery. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Release. The words "execution," "signed," "signature," and words of like import in this Release, any document delivered pursuant hereto, or any amendment or other modification hereof or thereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- 6. <u>Governing Law</u>. This Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

* * * * *

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

ACF FINCO I LP,

By: John Nooney
Title: Duly Authorized Signatory

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

1. REGISTERED TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
REMOVES THE STREET FROM YOUR DOG'S FEET	6201984	11/17/20
SANIPAW	6054278	5/12/20
YOUR DOG'S GOOD HEALTH STARTS WITH CLEAN PAWS.	5280282	9/5/17
MAX WAX	4992307	7/5/16
1Z COAT	4072923	12/20/11
SAFESPOT	4415813	10/8/13
PROTEX PAWZ	4418958	10/15/13
1Z	3894874	12/21/10
BEST IN SNOW	3869700	11/2/10
PROTEX PAWZ	3917438	2/8/11

2. TRADEMARK APPLICATIONS

None.

TRADEMARK
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RECORDED: 11/27/2023