900299727 08/28/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM315482

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Collateral Agent		08/27/2014	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Vetstreet, Inc.	
Street Address:	12401 W. Olympic Boulevard	
City:	Los Angeles	
State/Country:	CALIFORNIA	
Postal Code:	90064	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4446644	VETSUITE	
Registration Number:	4097833	THINKPETS	
Registration Number:	3963413	THINKPETS	
Registration Number:	3959611	THINKPETS	
Registration Number:	3393875	SHINE FROM THE INSIDE OUT	
Registration Number:	2843388	ZOASIS	
Registration Number:	2497287	HEALTHY PET	
Registration Number:	3815547	VETLEARN.COM	
Registration Number:	3691279	STANDARDS OF CARE EMERGENCY AND CRITICAL	
Registration Number:	3570688	VETSTREET	
Registration Number:	3526692	COMPENDIUM EQUINE	
Registration Number:	3482376	COMPENDIUM CONTINUING EDUCATION FOR VETE	
Registration Number:	3432115	TECHNICIAN ADVANCES	
Registration Number:	2950589	PETNOTES	
Registration Number:	2885947	VETINSITE	
Registration Number:	2860696	VET PORTAL	
Registration Number:	2858362	PET PORTAL	
Registration Number:	2467542	VETERINARY FORUM	
Registration Number:	2441684	VETERINARY THERAPEUTICS REPRESENTARY PL	
900299727		REFL: 005353 FRAME: 0497	

Property Type	Number	Word Mark	
Registration Number:	1510929	VETERINARY TECHNICIAN	

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4898 JES
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	08/28/2014

Total Attachments: 3

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> TRADEMARK REEL: 005353 FRAME: 0498

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 27, 2014 ("Release"), is made by Wells Fargo Bank, National Association, as Collateral Agent ("Collateral Agent"), in favor of Vetstreet, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of August 19, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") by and among the Grantor, Collateral Agent, and others party thereto and the Trademark Pledge and Security Agreement dated as of September 1, 2011 and recorded at the USPTO on September 27, 2011 at Reel 4631 Frame 0092 ("2011 Trademark Security Agreement") and the After-Acquired Trademark Pledge and Security Agreement (First Supplemental Filing) dated as of April 22, 2013 and recorded at the USPTO on April 22, 2013 at Reel 5011 Frame 0270 ("2013 Trademark Security Agreement", together with the 2011 Trademark Security Agreement, the "Trademark Security Agreements")), each by and among the Grantor and Collateral Agent, Grantor granted to the Collateral Agent, for its benefit and the benefit of the Secured Parties, a security interest and continuing lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of itself and the Secured Parties, and Grantor agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreements.
- **SECTION 2.** <u>Termination and Release</u>. Collateral Agent, on behalf of itself and the Secured Parties, hereby:
- (a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreements, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;
- (b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
 - (c) represents and warrants that it has full authority to execute and deliver this Release; and
 - (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3.** Further Assurances. Collateral Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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IN WITNESS WHEREOF, the Collateral Agent, on behalf of itself and the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Wells Fargo Bank, National Association, as Collateral Agent

By: Maribelle Villaserion
Name: Maribelle Villaserior

Title: Vice President

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Schedule A

U.S. Trademarks Subject to Security Interest Granted by Vetstreet, Inc. In Favor of Wells Fargo Bank, National Association, as Collateral Agent Recorded April 22, 2013 at Reel 5011 Frame 0270

Registered Marks

Mark	Reg. No.	Reg. Date
VETSUITE	4446644	12/10/13
THINKPETS and Design	4097833	02/14/12
THINKPETS	3963413	05/17/11
THINKPETS	3959611	05/10/11
SHINE FROM THE INSIDE OUT	3393875	03/11/08
ZOASIS	2843388	05/18/04
HEALTHY PET	2497287	10/09/01

U.S. Trademarks Subject to Security Interest Granted by Vetstreet, Inc. In Favor of Wells Fargo Bank, National Association, as Collateral Agent Recorded September 27, 2011 at Reel 4631 Frame 0092

Registered Marks

Mark	Reg. No.	Reg. Date
VETLEARN.COM	3815547	07/06/10
STANDARDS OF CARE EMERGENCY AND CRITICAL	3691279	10/06/09
CARE MEDICINE		
VETSTREET	3570688	02/03/09
COMPENDIUM EQUINE	3526692	11/04/08
COMPENDIUM CONTINUING EDUCATION FOR	3482376	08/05/08
VETERINARIANS		
TECHNICIAN ADVANCES	3432115	05/20/08
PETNOTES	2950589	05/10/05
VETINSITE	2885947	09/21/04
VET PORTAL	2860696	07/06/04
PET PORTAL	2858362	06/29/04
VETERINARY FORUM	2467542	07/10/01
VETERINARY THERAPEUTICS RESEARCH IN	2441684	04/03/01
APPLIED VETERINARY MEDICINE		
VETERINARY TECHNICIAN	1510929	11/01/88

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RECORDED: 08/28/2014

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