

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315487

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

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	4302279	TOUR
Registration Number:	4273199	CSERIES
Registration Number:	4269034	QUADRIGUARD
Registration Number:	4258478	COMBOGUARD
Registration Number:	4234225	TRU DR
Registration Number:	4212870	TRUDR
Registration Number:	4201245	MARK
Registration Number:	4197303	SOUND ASSURANCE
Registration Number:	4197302	ESERIES
Registration Number:	4192685	ACUGUARD
Registration Number:	4168604	SKINGUARD
Registration Number:	4161304	ORTHOPLAN
Registration Number:	4158133	VETHICAL
Registration Number:	4142989	ACCUPLEX
Registration Number:	4140414	VETHICAL
Registration Number:	4100032	VCA ADVANCED VETERINARY CARE CENTER
Registration Number:	3962464	SOUND-EKLIN
Registration Number:	3962463	SOUND-EKLIN
Registration Number:	3962462	SOUND-EKLIN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3959936	SIMPLEGUARD
Registration Number:	3877103	ANTECH
Registration Number:	3876899	ANTECH IMAGING SERVICES
Registration Number:	3876897	ANTECH
Registration Number:	3830865	VIA
Registration Number:	3708234	VCA HOME DELIVERY FROM YOUR VETERINARIAN
Registration Number:	3708233	VCA
Registration Number:	3708232	NEVER FORGET
Registration Number:	3532664	RAPIDPACS
Registration Number:	3528170	EKLIN
Registration Number:	3506364	EKLINVAULT
Registration Number:	3466675	VCA
Registration Number:	3466673	VCA
Registration Number:	3461790	VCA
Registration Number:	3454869	RAPIDFIRE
Registration Number:	3377291	VIA
Registration Number:	3316327	VCA SPECIALTY
Registration Number:	3313894	FASTPANEL
Registration Number:	3007289	RAPIDSTUDY
Registration Number:	2961536	LOVING, EXPERT CARE.
Registration Number:	2907304	EXPERT CARE. WITH A PASSION.
Registration Number:	2847530	VCA
Registration Number:	2725544	VCA ANTECH
Registration Number:	2077356	ANTECH DIAGNOSTICS
Registration Number:	2077136	ANTECH DIAGNOSTICS

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: 4

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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 Vicar Operating, 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 August 19, 2010 and recorded at the United States Patent and Trademark Office ("USPTO") on August 24, 2010 at Reel 4265 Frame 0817 ("2010 Trademark Security Agreement"), 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 0080 ("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 0220 ("2013 Trademark Security Agreement"), together with the 2010 Trademark Security Agreement and 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. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreements.

SECTION 2. Termination and Release. 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.

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 Villaseñor

Name: Maribelle Villaseñor

Title: Vice President

Schedule A

U.S. Trademarks Subject to Security Interest
Granted by Vicar Operating, Inc.
In Favor of Wells Fargo Bank, National Association, as Collateral Agent
Recorded April 22, 2013 at Reel 5011 Frame 0220

Registered Marks

Mark	Reg. No.	Reg. Date
TOUR	4302279	03/12/13
CSERIES	4273199	01/08/13
QUADRIGUARD	4269034	01/01/13
COMBOGUARD	4258478	12/11/12
TRU DR and Design	4234225	10/30/12
TRUDR	4212870	09/25/12
MARK	4201245	09/04/12
SOUND ASSURANCE	4197303	08/28/12
ESERIES	4197302	08/28/12
ACUGUARD	4192685	08/21/12
SKINGUARD	4168604	07/03/12
ORTHOPLAN	4161304	06/19/12
VETHICAL	4158133	06/12/12
ACCUPLEX	4142989	05/15/12
VETHICAL and Design	4140414	05/08/12
VCA ADVANCED VETERINARY CARE CENTER	4100032	02/14/12

U.S. Trademarks Subject to Security Interest
Granted by Vicar Operating, Inc.
In Favor of Wells Fargo Bank, National Association, as Collateral Agent
Recorded September 27, 2011 at Reel 4631 Frame 0080

Registered Marks

Mark	Reg. No.	Reg. Date
SOUND-EKLIN and Design	3962464	05/17/11
SOUND-EKLIN and Design	3962463	05/17/11
SOUND-EKLIN	3962462	05/17/11
SIMPLEGUARD	3959936	05/10/11

U.S. Trademarks Subject to Security Interest
Granted by Vicar Operating, Inc.
In Favor of Wells Fargo Bank, National Association, as Collateral Agent
Recorded August 24, 2010 at Reel 4265 Frame 0817

Registered Marks

Mark	Reg. No.	Reg. Date
ANTECH	3877103	11/16/10
ANTECH IMAGING SERVICES and Design	3876899	11/16/10
ANTECH	3876897	11/16/10

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TRADEMARK
REEL: 005353 FRAME: 0518

VIA (Stylized)	3830865	08/10/10
VCA HOME DELIVERY FROM YOUR VETERINARIAN and Design	3708234	11/10/09
VCA	3708233	11/10/09
NEVER FORGET	3708232	11/10/09
RAPIDPACS	3532664	11/11/08
EKLIN	3528170	11/04/08
EKLINVAULT	3506364	09/23/08
VCA and Design	3466675	07/15/08
VCA and Design	3466673	07/15/08
VCA and Design	3461790	07/08/08
RAPIDFIRE	3454869	06/24/08
VIA	3377291	02/05/08
VCA SPECIALTY and Design	3316327	10/23/07
FASTPANEL	3313894	10/16/07
RAPIDSTUDY	3007289	10/18/05
LOVING, EXPERT CARE.	2961536	06/07/05
EXPERT CARE. WITH A PASSION.	2907304	11/30/04
VCA	2847530	06/01/04
VCA ANTECH and Design	2725544	06/10/03
ANTECH DIAGNOSTICS and Design	2077356	07/08/97
ANTECH DIAGNOSTICS	2077136	07/08/97

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