

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H.I.G. GROWTH PARTNERS # PAWSPLUS, LLC		08/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pet Services Holdings, Inc.		
Street Address:	7115 16th Street East		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34243		
Entity Type:	CORPORATION: DELAWARE		
Name:	PawsPlus Management, Inc.		
Street Address:	7115 16th Street East		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34243		
Entity Type:	CORPORATION: DELAWARE		
Name:	Vetco Hospitals Corp.		
Street Address:	7115 16th Street East		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34243		
Entity Type:	CORPORATION: DELAWARE		
Name:	Pet Services Operating Corporation		
Street Address:	7115 16th Street East		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34243		
Entity Type:	CORPORATION: DELAWARE		
Name:	Pet Internet Services, Inc.		
Street Address:	7115 16th Street East		
City:	Sarasota		
State/Country:	FLORIDA		
TRADEMARK			

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Postal Code:	34243
Entity Type:	CORPORATION: DELAWARE
Name:	Vet Wellcare, Inc.
Street Address:	7115 16th Street East
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34243
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3754704	
Registration Number:	3754694	
Registration Number:	3824804	PAWSPLUS
Registration Number:	3724888	PAWSPLUS
Serial Number:	77786541	PAW CONCIERGE
Serial Number:	77786539	PETCIERGE

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.

Email: victormartinez@paulhastings.com

Correspondent Name: Victor Martinez

Address Line 1: 4747 Executive Drive, 12th Floor

Address Line 2: Paul Hastings LLP

Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Victor Martinez
SIGNATURE:	/Victor Martinez/
DATE SIGNED:	09/17/2014

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "**Release**") is made as of August 4, 2014 (the "**Effective Date**") by H.I.G. GROWTH PARTNERS – PAWSPLUS, LLC, with an office at 1380 West Paces Ferry Road, Suite 1290, Atlanta, GA 30327 (referred to herein individually as the "**Grantee**"), in favor of Pet Services Holdings, Inc., a Delaware corporation ("**Holdings**"), PawsPlus Management, Inc., a Delaware corporation ("**PawsPlus**"), Vetco Hospitals Corp., a Delaware corporation ("**Vetco**"), Pet Services Operating Corporation, a Delaware corporation ("**Pet Services**"), Pet Internet Services, Inc., a Delaware corporation ("**Pet Internet**"), and Vet Wellcare, Inc., a Delaware corporation ("**VW**" and together with Holdings, PawsPlus, Vetco, Pet Services and Pet Internet, the "**Grantors**" and individually a "**Grantor**") each with an office at 7115 16th Street East, Sarasota, FL 34243.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of December 21, 2010 (the "**Security Agreement**"), the Grantors granted the Grantee a security interest in and to certain intellectual property owned by the Grantors, including, without limitation the intellectual property listed on Annex I attached to this Release (collectively (the "**Intellectual Property Collateral**"));

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office (the "**USPTO**") on December 30, 2010 at Reel. No 004444 and Frame No. 0906; and

WHEREAS, each Grantor has fulfilled its Obligations (as defined in the Security Agreement), and Grantee now desires to terminate the Security Agreement and release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantee hereby covenants and agrees as follows:

1. Grantee hereby terminates, releases, and discharges its security interest in the Intellectual Property Collateral, and reassigns to Grantors any and all right, title, and interest Grantee may have in or to the Intellectual Property Collateral pursuant to the Security Agreement, without representation or warranty of any kind, nature or description.

2. Grantee hereby terminates the Security Agreement. Grantee agrees to cooperate with Grantors in the recordation of this Release, and to execute any other documents reasonably required to evidence the termination of the Security Agreement and release of any right of Grantee in and to the Intellectual Property Collateral.

3. Grantee hereby affirms that it has no security interest in any Grantor's license to use the trademark "VETCO" (the "**Trademark**") pursuant to the Vaccination Clinic Services Agreement by and between Petco Animal Supplies Stores, Inc. and Vetco Hospitals Corp., dated as of December 21, 2010, as amended, that certain Agreement by and between Petco Animal Supplies, Inc. and Vetco Hospitals, Inc., dated October 8, 1996, or otherwise, and to the extent


Grantee has a security interest in any Grantor's license to use the Trademark, Grantee hereby terminates, releases, and discharges its security interest in such license.

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

H.I.G. GROWTH PARTNERS – PAWSPLUS, LLC,
as Grantee

By: H.I.G.-GPII, Inc.
Its: Manager

By: 
Name: Richard Siegel
Title: Vice President and General Counsel

Release of Security Interest in Intellectual Property

TRADEMARK
REEL: 005364 FRAME: 0723

ANNEX I TO RELEASE

Exhibit A

Trademark Registrations/Applications

MARK	COUNTRY	FILING DATE	SER. NO. / REG. NO.	STATUS	REG. DATE	GRANTOR
Image of a pet paw with a bandage and a cross contained within the paw	USA	August 3, 2009	3,754,704	Active	March 2, 2010	Pet Services Operating Corporation
Image of a red pet paw with a red and white bandage and a white cross contained within the paw	USA	July 30, 2009	3,754,694	Active	March 2, 2010	Pet Services Operating Corporation
PAWSPLUS	USA	December 16, 2009	3,824,804	Active	July 27, 2010	Pet Services Operating Corporation
PawsPlus	USA	April 6, 2009	3,724,888	Active	December, 15, 2009	Pet Services Operating Corporation
PAW CONCIERGE	USA	July 22, 2009	77786541	Intent-to-use	N/A	Pet Services Operating Corporation
PAWCIERGE	USA	July 22, 2009	77786539	Abandoned	N/A	Pet Services Operating Corporation

Trade Names

None.

Common Law Trademarks

None.