

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Agent		03/04/2013	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Royal Pet Supplies, Inc.
Street Address:	3747 Hecktown Road
City:	Easton
State/Country:	PENNSYLVANIA
Postal Code:	18045
Entity Type:	CORPORATION: NEW YORK

Name:	Royal Pet, Inc.
Street Address:	3747 Hecktown Road
City:	Easton
State/Country:	PENNSYLVANIA
Postal Code:	18045
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4230003	DEEP BLUE PROFESSIONAL
Registration Number:	3725368	ROYAL PET SUPPLIES

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312.577.8034
 Email: oscar.ruiz@kattenlaw.com

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**TRADEMARK
 REEL: 004975 FRAME: 0490**

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Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-389

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 03/06/2013

Total Attachments: 4
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 4, 2013, by PNC BANK, NATIONAL ASSOCIATION, as Agent (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, ROYAL PET SUPPLIES, INC., a New York corporation and ROYAL PET, INC., a Florida corporation, (“Grantors”) and Agent were parties to a Trademark Assignment of Security dated as of April 18, 2012 (the “Security Agreement”), pursuant to which Grantors granted a security interest to Agent in certain trademarks (“Trademarks”) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantors to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 23, 2012, at Reel 4765, Frame 0309; and

WHEREAS, Grantors have requested that Agent release its security interest in the Trademarks and Trademark Rights and reassign any and all rights in the same to the Grantors.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantors’ right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantors of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

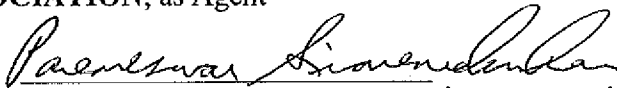
(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to Grantors, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

PNC BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: PARAMESWAR SEVA RAMAKRISHNAN
Title: VICE PRESIDENT

SCHEDULE 1**1. REGISTERED TRADEMARKS**

Trademark	Application No.	Application Date	Registration No.	Registration Date
DEEP BLUE PROFESSIONAL	85/574,077	03/20/2012	4,230,003	10/23/2012
ROYAL PET SUPPLIES	77/741,513	05/20/2009	3,725,368	12/15/2009

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.