

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of 2nd Lien Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		03/20/2018	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Veterinary Associates, Inc.		
<b>Street Address:</b>	29229 Canwood Street, Suite 100		
<b>City:</b>	Agoura Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91301		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	PETSuites of America, LLC		
<b>Street Address:</b>	29229 Canwood Street, Suite 100		
<b>Internal Address:</b>	c/o National Veterinary Associates, Inc.		
<b>City:</b>	Agoura Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91301		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	CVRS AVIM LLC		
<b>Street Address:</b>	29229 Canwood Street, Suite 100		
<b>Internal Address:</b>	c/o National Veterinary Associates, Inc.		
<b>City:</b>	Agoura Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91301		
<b>Entity Type:</b>	Limited Liability Company: MARYLAND		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3792994	NVA NATIONAL VETERINARY ASSOCIATES	
<b>Registration Number:</b>	3792987	NVA	
<b>Registration Number:</b>	3792985	NATIONAL VETERINARY ASSOCIATES	
<b>Registration Number:</b>	4201141	PAW PLANS	
<b>Registration Number:</b>	2689698	PETSUITES	

OP \$315.00 3792994

Property Type	Number	Word Mark
Registration Number:	2622895	PETSUITES
Registration Number:	2796909	PETSUITES
Registration Number:	3772644	
Registration Number:	3832976	PETSUITES
Registration Number:	3250264	PET E.R.
Registration Number:	4145108	K9S ONLY
Registration Number:	3364858	THE PET SPOT

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	03/20/2018

**Total Attachments: 6**

- source=06. NVA - Second Lien Trademark Release#page1.tif
- source=06. NVA - Second Lien Trademark Release#page2.tif
- source=06. NVA - Second Lien Trademark Release#page3.tif
- source=06. NVA - Second Lien Trademark Release#page4.tif
- source=06. NVA - Second Lien Trademark Release#page5.tif
- source=06. NVA - Second Lien Trademark Release#page6.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 20, 2018

- Assignment
- Security Agreement
- Other Release of 2nd Lien Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: National Veterinary Associates, Inc.

Street Address: 29229 Canwood Street, Suite 100

City: Agoura Hills

State: CA

Country: USA Zip: 91301

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship DE
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

12

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

March 20, 2018  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

PETSuites of America, LLC, a Delaware Limited Liability Company  
c/o National Veterinary Associates, Inc .,  
29229 Canwood Street, Suite 100  
Agoura Hills, CA 91301  
Citizenship – USA – DE

CVRS AVIM LLC, a Maryland Limited Liability Company  
c/o National Veterinary Associates, Inc .,  
29229 Canwood Street, Suite 100  
Agoura Hills, CA 91301  
Citizenship – USA – MD

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of March 20, 2018 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of August 14, 2014, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered for recordal with the United States Patent and Trademark Office the intellectual property security agreements listed on Annex A hereto (together, the “Trademark Security Agreements”);

WHEREAS, the Trademark Security Agreements were recorded with the United States Patent and Trademark Office at the location listed on Annex A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements and authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Release.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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

**BANK OF AMERICA, N.A., acting in its capacity  
as Collateral Agent for the Secured Parties**



By: \_\_\_\_\_

Name: Bridgett J. Manduk Mowry

Title: Vice President

**GRANTORS:**

**NATIONAL VETERINARY ASSOCIATES, INC.**

**PETSUITES OF AMERICA, LLC**

**CVRS AVIM LLC**

*[Signature Page to Trademark Release]*

**TRADEMARK  
REEL: 006295 FRAME: 0518**

**ANNEX A**

1. Second Lien Trademark Security Agreement, dated as of August 14, 2014 and recorded on August 18, 2014 at Reel/Frame 5346/0339.
2. Supplement to Second Lien Guarantee and Collateral Agreement, dated as of February 9, 2015 and recorded on February 11, 2015 at Reel/Frame 5458/0088.
3. Second Lien Trademark Security Agreement, dated as of October 16, 2015 and recorded on October 21, 2015 at Reel/Frame 5649/0574.
4. Second Lien Trademark Security Agreement, dated as of January 5, 2018 and recorded on January 31, 2018 at Reel/Frame 6262/0979.

**SCHEDULE I**

**Second Lien Trademark Security Agreement, dated as of August 14, 2014 and recorded on August 18, 2014 at Reel/Frame 5346/0339.**

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
National Veterinary Associates, Inc.	3792994	NVA National Veterinary Associates
National Veterinary Associates, Inc.	3792987	NVA
National Veterinary Associates, Inc.	3792985	National Veterinary Associates
National Veterinary Associates, Inc.	4201141	Paw Plans

**Supplement to Second Lien Guarantee and Collateral Agreement, dated as of February 9, 2015 and recorded on February 11, 2015 at Reel/Frame 5458/0088.**

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
PETSuites of America, LLC	2,689,698	PETSUITES
PETSuites of America, LLC	2,622,895	PETSUITES
PETSuites of America, LLC	2,796,909	PETSUITES (stylized)
PETSuites of America, LLC	3,772,644	MISCELLANEOUS DESIGN
PETSuites of America, LLC	3,832,976	PETSUITES

**Second Lien Trademark Security Agreement, dated as of October 16, 2015 and recorded on October 21, 2015 at Reel/Frame 5649/0574.**

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
CVRS AVIM LLC	3250264	PET E.R.

**Second Lien Trademark Security Agreement, dated as of January 5, 2018 and recorded on January 31, 2018 at Reel/Frame 6262/0979.**

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
PETSuites of America, LLC	4,145,108	K9S Only
PETSuites of America, LLC	3,364,858	THE PET SPOT