

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 2863/0781		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		05/16/2005	National Association:
RECEIVING PARTY DATA			
Name:	National PetCare Centers, Inc.		
Street Address:	3540 JFK Parkway		
City:	Fort Collins		
State/Country:	COLORADO		
Postal Code:	80525		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2858410		
Registration Number:	2872187	NATIONAL PETCARE	
Registration Number:	1977442	NATIONAL PETCARE CENTERS	
Registration Number:	2720721	NATIONAL PETCARE CENTERS	
Registration Number:	2141210	NPC	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$140.00 2858410

Signature:

/Rhonda DeLeon/

Date:

05/24/2005

Total Attachments: 3

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**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE, dated as of May 16, 2005, is made by WELLS FARGO BANK, N.A., in its capacity as Collateral Agent ("Wells Fargo"), pursuant to the termination of the Pledge and Security Agreement, by and among, Wells Fargo and VICAR OPERATING, INC., NATIONAL PETCARE CENTER, INC., and the other grantors named therein, (the "Grantors").

WITNESSETH

WHEREAS, pursuant to the Pledge Supplement by and among the Grantors and Wells Fargo, dated June 1, 2004 and recorded with the U.S. Patent and Trademark Office on June 2, 2004 at Reel/Frame No. 2863/0781, the Grantors granted Wells Fargo a security interest in and to all of its right, title and interest in, to and under all of its trademarks, all goodwill associated with such trademarks, and all proceeds of any and all of the foregoing;

WHEREAS, Wells Fargo acknowledges full payment, complete performance and satisfaction of all obligations pursuant to the Pledge Supplement has been made;

WHEREAS, the Grantors have requested that Wells Fargo release its security interest in its trademarks and other intellectual or industrial property, whether registered or not and whether under license or otherwise, as defined in the Pledge Supplement in connection with the termination of the Pledge and Security Agreement (the "Released Collateral").


NOW, THEREFORE, in consideration of the foregoing, Wells Fargo hereby RELEASES, without recourse, all of its security interest in the trademarks listed on Schedule A attached hereto and incorporated herein by reference, and any other collateral described in the Pledge Supplement.

Wells Fargo agrees to provide the Grantors with any information and additional authorization necessary to effect the release of its security interest in the Released Collateral.

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IN WITNESS WHEREOF, Wells Fargo has executed this Release as of the date first set forth above.

WELLS FARGO BANK, N.A.,
as Collateral Agent



By: 

Name: S. MICHAEL ST. GERMER

Title: VICE PRESIDENT

SCHEDULE "A"

TRADEMARKS

Mark	Application No. Filing Date	Registration No. Registration Date
	76/352,373 12/26/01	2,858,410 06/29/04
	76/352,720 12/26/01	2,872,187 08/10/04
NATIONAL PETCARE CENTERS	74/596,150 11/07/94	1,977,442 05/28/96
NATIONAL PETCARE CENTERS	76/356,201 01/07/02	2,720,721 06/03/03
NPC	74/595,828 11/07/94	2,141,210 03/03/98