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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM551167

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF TRADEMARK SECURITY AGREEMENT RECORDED AT REEL/FRAME NO.: 6440/0281

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, AS AGENT		11/22/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	PESTELL PET PRODUCTS INC.		
Street Address:	676 N. MICHIGAN AVENUE		
Internal Address:	SUITE 3700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Corporation: CANADA		

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5384893	PAW THAW
Registration Number:	5024756	FRESH START
Registration Number:	4643291	PURRFECT SCENTS
Registration Number:	4566272	LIFEMATE
Registration Number:	3743813	EASY CLEAN
Registration Number:	2724602	CLEAR CHOICE
Registration Number:	2042455	SUPER CLUMP
Registration Number:	1773118	PET'S PAL
Serial Number:	85843922	EASYCAT

CORRESPONDENCE DATA

Fax Number: 4154391500

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: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700

TRADEMARK REEL: 006805 FRAME: 0248

Address Line 4: Sa	ne 4: San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	44969-1		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	11/27/2019		
Total Attachments 2			

Total Attachments: 3

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> TRADEMARK REEL: 006805 FRAME: 0249

TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT is made as of November 22, 2019, by ANTARES CAPITAL LP ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, PESTELL PET PRODUCTS INC. (the "<u>Grantor</u>") and Agent were parties to that certain Trademark Security Agreement dated as of June 1, 2018 (the "<u>Trademark Security Agreement</u>") pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on <u>Schedule A</u> hereto;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on September 18, 2018, at Reel 6440, Frame 0281;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Agent's security interest in the Trademarks and Trademark Collateral.

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 Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
 - (i) all of Grantor's Trademarks, including, without limitation, those referred to on Schedule A annexed 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 Grantor, 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.

[Signature Page Follows]

TRADEMARK REEL: 006805 FRAME: 0250 IN WITNESS WHEREOF, Agent has caused this Termination of Trademark Security Agreement to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: Color W. Torrance

Name: Colin W Torrance

Title: Duly Authorized Signatory

SCHEDULE A

Registered Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
PAW THAW	87489279	6/14/2017	5384893	1/23/2018
FRESH START	86855624	2/20/2013	5024756	8/23/2016
PURRFECT SCENTS	85855626	2/20/2013	4643291	11/25/2014
LIFEMATE	85807973	12/20/2012	4566272	7/15/2014
EASY CLEAN	77631782	12/12/2008	3743813	2/2/2010
CLEAR CHOICE	75744545	7/7/1999	2724602	6/10/2003
SUPER CLUMP	74537719	6/14/1994	2042455	3/4/1997
PET'S PAL	74242431	1/31/1992	1773118	5/25/1993

Trademarks Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date
EASYCAT	85843922	2/7/2013	N/A	N/A

TRADEMARK REEL: 006805 FRAME: 0252

RECORDED: 11/27/2019