

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name        | Formerly | Execution Date | Entity Type                             |
|-------------|----------|----------------|---|
| TABcom, LLC |          | 11/02/2009     | LIMITED LIABILITY COMPANY: PENNSYLVANIA |

**RECEIVING PARTY DATA**

|                 |                          |
|-----------------|--------------------------|
| Name:           | ZCAPITAL, INC.           |
| Street Address: | 1015 Gayley Ave, No. 200 |
| City:           | Los Angeles              |
| State/Country:  | CALIFORNIA               |
| Postal Code:    | 90020                    |
| Entity Type:    | CORPORATION: NEVADA      |

**PROPERTY NUMBERS Total: 32**

| Property Type  | Number   | Word Mark           |
|----------------|----------|---------------------|
| Serial Number: | 74462616 | THE DOG'S OUTFITTER |
| Serial Number: | 75029519 | VET WIPES           |
| Serial Number: | 75052794 | THERAPET            |
| Serial Number: | 75057377 | BLACK BEAUTY        |
| Serial Number: | 76433204 | PARROT TOWER        |
| Serial Number: | 77052627 | ROMEO & JULIO       |
| Serial Number: | 77061005 | GROOMERS.COM        |
| Serial Number: | 77319277 | BED TO THE BONE     |
| Serial Number: | 77320452 | ALLPETS.COM         |
| Serial Number: | 77347597 | POSH PONY           |
| Serial Number: | 77359170 | ROMEO & JULIO       |
| Serial Number: | 77582509 |                     |
| Serial Number: | 77740874 | PARROT JUNGLE       |
| Serial Number: | 77769752 | ALLPETS             |

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|                |          |                              |
|----------------|----------|------------------------------|
| Serial Number: | 78187981 | ALLPETS                      |
| Serial Number: | 78332706 | THERAPET                     |
| Serial Number: | 78546384 | THERAPET                     |
| Serial Number: | 78552484 | WHERE IT'S ALL ABOUT THE DOG |
| Serial Number: | 78616640 | FERRET.COM                   |
| Serial Number: | 78616641 | HORSE.COM                    |
| Serial Number: | 78616642 | PETSUPPLIES.COM              |
| Serial Number: | 78616643 | FISH.COM                     |
| Serial Number: | 78616645 | BIRD.COM                     |
| Serial Number: | 78616646 | AQUARIUM.COM                 |
| Serial Number: | 78616651 | DOG.COM                      |
| Serial Number: | 78616656 | DOG.COM                      |
| Serial Number: | 78645907 | DURACRATE                    |
| Serial Number: | 78728253 | SELECT GRILLE                |
| Serial Number: | 78730378 | DOG.COM                      |
| Serial Number: | 78841455 | DURA EDGE                    |
| Serial Number: | 78841544 | FERRETOPIA                   |
| Serial Number: | 78936372 | AQUATIC EDGE                 |

**CORRESPONDENCE DATA**

Fax Number: (202)861-1783  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202.861.1500  
Email: trademarks@bakerlaw.com  
Correspondent Name: Baker & Hostetler  
Address Line 1: 1050 Connecticut Avenue, N.W.  
Address Line 2: Suite 1100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

|                         |                   |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 97379-1 LA OFFICE |
| NAME OF SUBMITTER:      | Kelly Kurtz       |
| Signature:              | /kkurtz/          |
| Date:                   | 12/15/2009        |

Total Attachments: 3  
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source=Antoinette Tabibi Security Agreement#page3.tif

## TRADEMARK SECURITY AGREEMENT

On this 2nd day of November, 2009, TABcom, LLC, a Pennsylvania limited liability company formerly known as PetsUnited, LLC (together with its successors and assigns, "Borrower"), with its principal place of business and mailing address at 1 Maplewood Drive, Hazelton, Pennsylvania, 18202, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to ZCAPITAL, INC., a Nevada corporation ("Lender"), having a mailing address located at 1015 Gayley Ave. No. 200, Los Angeles, CA 90020, a continuing security interest in and to all of its right, title and interest in, to and under the following property (collectively, the "Trademark Collateral");

(i) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including those listed on Schedule A hereto, whether currently in use or not, all registrations and recording thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States, or any State thereof or any other country or political subdivision thereof or otherwise, and all renewals thereof (collectively, the "Trademarks"); and

(ii) All common-law rights relating to the foregoing, including all proceeds thereof, including without limitation any claim by Borrower against third parties for damages (to the extent not effectively prohibited by an applicable and legally enforceable license agreement) by reason of past, present or future infringement of any of the Trademarks or by reason of injury to the goodwill associated with any of the Trademarks, in each case together with the right to sue for and collect said damages.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender to secure performance of all Secured Obligations of the Borrower as described or referred to in that certain Security Agreement, dated as of November 2, 2009, by and between Borrower and Lender (the "Agreement").

Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of the this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control, unless the Lender shall otherwise determine.

If Borrower shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal of any trademark registration. Without limiting Borrower's obligations under this paragraph, Borrower authorizes Lender to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this

Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral whether or not listed on Schedule A.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of California, except as required by mandatory provisions of law, or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Trademark Collateral are governed by the law of a jurisdiction other than California. The Borrower irrevocably (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement, the Trademark Security Agreement, the Note or any document evidencing the Secured Obligations shall be brought in a court of record in Los Angeles, California or in the courts of the United States located in Los Angeles, California, (ii) consents to the jurisdiction of each such court in any suit, action or proceeding, (iii) waives any objection which they may have to the laying of venue of any such suit, action or proceeding in any such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum, and (iv) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise. This Trademark Security Agreement may be executed and delivered in counterparts, including by facsimile transmission.

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

TABcom, LLC,  
a California Limited Liability Company

By: [Signature]  
Name: Peggy Montalvo  
Title: CFO

Countersigned  
By: [Signature]  
Name: Carlo Tabiti  
Its: Managing Member

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Schedule A

| MARK                            | SERIAL NO/<br>REG. NO. | COUNTRY/<br>JURISDICTION | STATUS |
|---------------------------------|------------------------|--------------------------|--------|
| THE DOG'S OUTFITTER             | 74462616 1878621       | USA                      | LIVE   |
| VET WIPES                       | 75029519 2034648       | USA                      | DEAD   |
| THERAPET                        | 75052794 2036972       | USA                      | LIVE   |
| BLACK BEAUTY                    | 75057377 2109755       | USA                      | LIVE   |
| PARROT TOWER                    | 76433204 2709280       | USA                      | LIVE   |
| ROMEO & JULIO                   | 77052627 3419197       | USA                      | LIVE   |
| GROOMERS.COM                    | 77061005 3285286       | USA                      | LIVE   |
| BED TO THE BONE                 | 77319277 3693250       | USA                      | LIVE   |
| ALLPETS.COM                     | 77320452 3689961       | USA                      | LIVE   |
| POSH PONY                       | 77347597 -----         | USA                      | LIVE   |
| ROMEO & JULIO                   | 77359170 3457927       | USA                      | LIVE   |
|                                 | 77582509 3671229       | USA                      | LIVE   |
| PARROT JUNGLE                   | 77740874 -----         | USA                      | LIVE   |
| ALLPETS                         | 77769752 -----         | USA                      | LIVE   |
| ALLPETS                         | 78187981 -----         | USA                      | DEAD   |
| THERAPET                        | 78332706 3026585       | USA                      | LIVE   |
| THERAPET                        | 78546384 3054290       | USA                      | LIVE   |
| WHERE IT'S ALL ABOUT<br>THE DOG | 78552484 3102192       | USA                      | LIVE   |
| FERRET.COM                      | 78616640 -----         | USA                      | DEAD   |
| HORSE.COM                       | 78616641 -----         | USA                      | DEAD   |
| PETSUPPLIES.COM                 | 78616642 -----         | USA                      | DEAD   |
| FISH.COM                        | 78616643 -----         | USA                      | DEAD   |
| BIRD.COM                        | 78616645 -----         | USA                      | DEAD   |
| AQUARIUM.COM                    | 78616646 -----         | USA                      | DEAD   |
| DOG.COM                         | 78616651 3131420       | USA                      | LIVE   |
| DOG.COM                         | 78616656 -----         | USA                      | DEAD   |
| DURACRATE                       | 78645907 3286888       | USA                      | LIVE   |
| SELECT GRILLE                   | 78728253 3198340       | USA                      | LIVE   |
| DOG.COM                         | 78730378 3306632       | USA                      | LIVE   |
| DURA EDGE                       | 78841455 3413187       | USA                      | LIVE   |
| FERRETOPIA                      | 78841544 3332284       | USA                      | LIVE   |
| AQUATIC EDGE                    | 78936372 3260749       | USA                      | LIVE   |