

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pets TV, Inc.		01/30/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Entertainment Studio Networks, Inc.		
<b>Street Address:</b>	1925 Century Park East		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3046128	PETSTV	
<b>Registration Number:</b>	3049973	PETSTV.COM	
<b>Registration Number:</b>	3119348	PETS TV	
<b>Registration Number:</b>	3035661		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)282-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	310-282-2000 x2108		
<b>Email:</b>	krogers@loeb.com		
<b>Correspondent Name:</b>	David W. Grace		
<b>Address Line 1:</b>	10100 Santa Monica Boulevard		
<b>Address Line 2:</b>	c/o Loeb & Loeb LLP, Suite 2200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067-4120		
<b>ATTORNEY DOCKET NUMBER:</b>	013565-10015		

CH \$115.00 3046128

**900154232**

**TRADEMARK  
 REEL: 004146 FRAME: 0091**

NAME OF SUBMITTER:	David W. Grace
Signature:	/David W. Grace/
Date:	02/08/2010
<b>Total Attachments: 4</b> source=Security Agreement Pets TV ESN#page1.tif source=Security Agreement Pets TV ESN#page2.tif source=Security Agreement Pets TV ESN#page3.tif source=Security Agreement Pets TV ESN#page4.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 30, 2010 is made by Pets TV, Inc., a Delaware corporation ("Grantor"), in favor of Entertainment Studios Networks, Inc., a California corporation ("ESN").

### RECITALS

WHEREAS, Grantor and ESN entered into a Confidential Settlement Agreement dated as of January 30, 2010 (as from time to time amended, restated, supplemented or otherwise modified, the "Settlement Agreement") and a License Agreement effective as of January 30, 2010 (as from time to time amended, restated, supplemented or otherwise modified, the "License Agreement"), pursuant to which Grantor agreed to assign to ESN as of the License Agreement expiration date (or earlier, as set forth therein) (the "Expiration Date") certain trademarks and domains names as more particularly set forth on Schedule 1 hereto (the "Intellectual Property"); and

WHEREAS, ESN is willing to license the Intellectual Property for a term of five (5) years as provided for in the Settlement Agreement and the License Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to ESN this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

### GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

1. To secure the complete and timely fulfillment of all the obligations of Grantor now or hereafter existing from time to time pursuant to the Settlement Agreement and the License Agreement, Grantor hereby pledges and grants to ESN a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of the trademarks, trade names, service marks and domain names incorporating the terms "PETS" and "TV", as well as any variations of those names and marks, including those trademarks and domain names set forth on Schedule I hereto (the "Marks" and "Names");

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Mark and each Name; and

(d) any and all claims by Grantor against third parties for past, present or future (i) infringement or dilution of any Mark, and (ii) injury to the goodwill associated with any Mark.

### REPRESENTATIONS AND WARRANTIES

2. This Intellectual Property Security Agreement is effective to create a valid and

continuing first lien on and, upon the filing hereof with the United States Patent and Trademark Office, the Secretary of State of North Carolina, or any other party as ESN deems necessary, perfected security interests in favor of ESN in all of Grantor's Intellectual Property Collateral and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office, the Secretary of State of North Carolina, or any other party as ESN deems necessary, all action necessary or desirable to protect and perfect ESN's first lien on Grantor's Trademarks and Domain Names shall have been duly taken.

### COVENANTS

3. Grantor covenants and agrees with ESN that from and after the date of this Intellectual Property Security Agreement and until the earlier of the Expiration Date or the date of termination of the License Agreement if terminated by Grantor pursuant to Section 14 of the License Agreement:

(a) Grantor shall notify ESN immediately if it knows or has reason to know that any application or registration relating to any Mark or Name (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the World Intellectual Property Organization, the National Arbitration Forum or any court or domain name registrar) regarding Grantor's ownership of any Mark or Name, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Mark or Name with the United States Patent and Trademark Office, any domain name registrar, or any similar office or agency without giving ESN's prior written notice thereof, and, upon request of ESN, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to ESN) to evidence ESN's first lien on such Mark or Name, and the general intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by ESN to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Marks or Names (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, and renewals of domain name registrations, all at ESN's expense pursuant to Section 7 of the License Agreement.

(d) Pursuant to Section 7 of the License Agreement, Grantor and ESN agree to cooperate in the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party.

### SECURITY AGREEMENT

4. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to ESN pursuant to the Settlement Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of ESN with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Settlement Agreement.


5. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

#### NOTICES

6. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Settlement Agreement.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PETS TV, INC.

By:   
Name: R SAMUEL HUNT III  
Title: Chairman



ACCEPTED AND ACKNOWLEDGED:

ENTERTAINMENT STUDIOS NETWORKS, INC.

By:   
Name: Barbara Bryan Allen  
Title: Chairman / CEO

Schedule 1

A. Service Mark and Trademark Registrations

MARK	COUNTRY	REG. NO.	REG. DATE
PetsTV	U.S.	3,046,128	1/17/2006
petstv.com	U.S.	3,049,973	1/24/2006
	U.S.	3,119,348	7/25/2006
	U.S.	3,035,661	12/27/2005

B. Service Mark and Trademark Applications

None.

C. Domain Name Registrations

DOMAIN NAME	REGISTRANT	REGISTRAR	REG. DATE	EXPIRATION DATE
petstv.com	Sam Hunt	GoDaddy.com	5/1/2004	5/4/2010
voteformpets.tv	Sam Hunt	1 & 1 Internet AG	7/23/2007	7/23/2010

D. Trade Names

Pets TV, Inc.