

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
Veterinary Ventures, Inc.		06/03/2010	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3273717	DRINKWELL
Registration Number:	2259216	DRINKWELL
Registration Number:	3222859	DRINKWELL PLATINUM
Registration Number:	3099518	THE ORIGINAL PET FOUNTAIN
Registration Number:	3182100	AQUA GARDEN
Registration Number:	3303969	HYDRO-GO
Registration Number:	3018308	SCOOPWELL
Registration Number:	3554966	LITTER BUDDY
Registration Number:	3129006	DRINKWELL THE ORIGINAL PET FOUNTAIN

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa

900165302

**TRADEMARK
 REEL: 004229 FRAME: 0649**

CH \$240.00 3273717

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1639186

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 06/22/2010

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 3rd day of June, 2010, Veterinary Ventures, Inc., a Nevada corporation ("*Debtor*") with its principal place of business and mailing address at 10427 Electric Avenue, Knoxville, Tennessee 37932, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Security Agreement dated as of September 15, 2006 between Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, supplemented, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

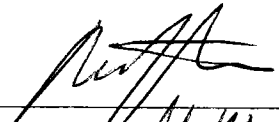
VETERINARY VENTURES, INC.

By 

Name: Chris Chandler
Title: Chief Financial Officer, Secretary and
Treasurer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By 
Name Matthew Cannon
Title Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK REGISTRATIONS:

TRADEMARK	COUNTRY	NUMBER	REGISTRATION DATE
Drinkwell®	USA	3273717	8/7/2008
		2259216	7/6/1999
Drinkwell Platinum®	USA	3222859	3/27/2007
The Original Pet Fountain®	USA	3099518	5/30/2006
Aqua Garden®	USA	3182100	12/5/2006
Hydro-Go®	USA	3303969	10/2/2007
Scoopwell®	USA	3018308	11/22/2005
Litter Buddy	USA	3554966	12/30/2008
Drinkwell The Original Pet Fountain	USA	3129006	8/15/2006
Drinkwell	Europe	005144742	4/25/2007

TRADEMARK APPLICATIONS:

TRADEMARK	COUNTRY	NUMBER	APPLICATION DATE
None.			