

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK PLEDGE AND SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vicar Operating, Inc.		08/19/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent
<b>Street Address:</b>	333 South Grand Avenue, 9th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Serial Number:	85036204	ANTECH
Serial Number:	85008592	ANTECH
Registration Number:	2077136	ANTECH DIAGNOSTICS
Registration Number:	2077356	ANTECH DIAGNOSTICS
Serial Number:	85008610	ANTECH IMAGING SERVICES
Registration Number:	3528170	EKLIN
Registration Number:	2975821	EKLIN
Registration Number:	3506364	EKLINVAULT
Registration Number:	2907304	EXPERT CARE. WITH A PASSION.
Registration Number:	3313894	FASTPANEL
Registration Number:	2961536	LOVING, EXPERT CARE.
Registration Number:	3708232	NEVER FORGET
Registration Number:	3454869	RAPIDFIRE
Registration Number:	3532664	RAPIDPACS

OP \$690.00 85036204

Registration Number:	3130573	RAPIDSTORE
Registration Number:	3007289	RAPIDSTUDY
Registration Number:	2906712	RAPIDVIEW
Registration Number:	3708233	VCA
Registration Number:	2847530	VCA
Registration Number:	3461790	VCA
Registration Number:	3466673	VCA
Registration Number:	3466675	VCA
Registration Number:	2725544	VCA ANTECH
Registration Number:	3708234	VCA HOME DELIVERY FROM YOUR VETERINARIAN
Registration Number:	3316327	VCA SPECIALTY
Registration Number:	3377291	VIA
Serial Number:	77854823	VIA

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 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

ATTORNEY DOCKET NUMBER:	047105-0000
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	08/24/2010

Total Attachments: 7  
 source=Trademark Pledge and Security Agreement#page1.tif  
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## TRADEMARK PLEDGE AND SECURITY AGREEMENT

This TRADEMARK PLEDGE AND SECURITY AGREEMENT (this "Trademark Pledge and Security Agreement"), dated as of August 19, 2010, is made by and among the signatories hereto (each, a "Grantor", and collectively, the "Grantors"), and Wells Fargo Bank, National Association, as collateral agent (in such capacity as collateral agent, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement described below);

### WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of August 19, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Vicar Operating, Inc., a Delaware corporation ("Company"), VCA Antech, Inc., a Delaware corporation, certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time, Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, Issuing Bank and Swingline Lender, Bank of America, N.A., as Syndication Agent, and the other agents party thereto;

WHEREAS, in connection with the Credit Agreement, each Grantor is required to execute and deliver that certain Pledge and Security Agreement, dated as of August 19, 2010, by and among the Grantors, certain other grantors thereunder and the Collateral Agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, each Grantor is required to execute and deliver this Trademark Pledge and Security Agreement and to grant to the Collateral Agent for its benefit and the benefit of the Secured Parties a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Trademark Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Credit Extensions to Company pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Collateral Agent and the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Pledge and Security Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Credit Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Collateral Agent, for its benefit and the benefit of each Secured Party, a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Trademark Collateral");

(a) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (other than "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), including, but not limited to the registrations and applications referred to in Schedule I (as such schedule may be amended or supplemented from time to time), all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively referred to as the "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder).

SECTION 3. Security Agreement. This Trademark Pledge and Security Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Collateral Agent for its benefit and the benefit of the Secured Parties in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Collateral Document, etc. This Trademark Pledge and Security Agreement is a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Trademark Pledge and Security Agreement may be executed by the parties hereto in several counterparts (including by telecopy, facsimile or other electronic transmission), each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Trademark Pledge and Security Agreement shall be deemed to be a contract made under and governed by the internal laws of the state of New York.

[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Pledge and Security Agreement to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first above written.

VICAR OPERATING, INC.

By: 

Name: Thomas W. Fuller

Title: Chief Financial Officer, Vice  
President and Secretary

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Collateral Agent

By: Maribelle Villaseñor



Name: Maribelle Villaseñor  
Title: Assistant Vice President

Signature Page to Trademark Pledge and Security Agreement








**TRADEMARK**  
**REEL: 004265 FRAME: 0823**

**Schedule I**  
To  
Trademark Pledge and Security Agreement

U.S. Trademarks

Owner	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Vicar Operating, Inc.	ANTECH	42	85036204 12-MAY-2010	
Vicar Operating, Inc.	ANTECH	44	85008592 07-APR-2010	
Vicar Operating, Inc.	ANTECH DIAGNOSTICS	42	75071630 12-MAR-1996	2077136 08-JUL-1997
Vicar Operating, Inc.		42	75118297 13-JUN-1996	2077356 08-JUL-1997
Vicar Operating, Inc.		44	85008610 07-APR-2010	
Vicar Operating, Inc.	EKLIN	39	77093287 29-JAN-2007	3528170 04-NOV-2008
Vicar Operating, Inc.	EKLIN	9, 10	78331488 21-NOV-2003	2975821 26-JUL-2005
Vicar Operating, Inc.	EKLINVAULT	39	78330118 19-NOV-2003	3506364 23-SEP-2008
Vicar Operating, Inc.	EXPERT CARE. WITH A PASSION.	44	78234708 07-APR-2003	2907304 30-NOV-2004
Vicar Operating, Inc.	FASTPANEL	10	78716095 19-SEP-2005	3313894 16-OCT-2007
Vicar Operating, Inc.	LOVING, EXPERT CARE.	43, 44	78359581 29-JAN-2004	2961536 07-JUN-2005
Vicar Operating, Inc.	NEVER FORGET	5, 35, 39	77708699 07-APR-2009	3708232 10-NOV-2009
Vicar Operating, Inc.	RAPIDFIRE	9	77152676 10-APR-2007	3454869 24-JUN-2008
Vicar Operating, Inc.	RAPIDPACS	9	78935330 21-JUL-2006	3532664 11-NOV-2008
Vicar Operating, Inc.	RAPIDSTORE	9	78330104 19-NOV-2003	3130573 15-AUG-2006
Vicar Operating, Inc.	RAPIDSTUDY	9, 10	78331427 21-NOV-2003	3007289 18-OCT-2005



Owner	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Vicar Operating, Inc.	RAPIDVIEW	10	78330187 19-NOV-2003	2906712 30-NOV-2004
Vicar Operating, Inc.	VCA	5, 35, 39	77708722 07-APR-2009	3708233 10-NOV-2009
Vicar Operating, Inc.	VCA	42, 43, 44	78253902 23-MAY-2003	2847530 01-JUN-2004
Vicar Operating, Inc.		42, 43, 44	77328205 13-NOV-2007	3461790 08-JUL-2008
Vicar Operating, Inc.		42, 43, 44	77328237 13-NOV-2007	3466673 15-JUL-2008
Vicar Operating, Inc.		42, 43, 44	77328284 13-NOV-2007	3466675 15-JUL-2008
Vicar Operating, Inc.		42	76319425 28-SEP-2001	2725544 10-JUN-2003
Vicar Operating, Inc.		5, 35, 39	77708751 07-APR-2009	3708234 10-NOV-2009
Vicar Operating, Inc.		44	77083915 16-JAN-2007	3316327 23-OCT-2007
Vicar Operating, Inc.	VIA	9	77093304 29-JAN-2007	3377291 05-FEB-2008
Vicar Operating, Inc.		9	77854823 22-OCT-2009	