

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK AND DOMAIN NAME ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PAWSPLUS, INC.		12/21/2010	CORPORATION: DELAWARE
ANIMAL HEALTH ASSOCIATES, INC.		12/21/2010	CORPORATION: DELAWARE
VETCO HOSPITALS, INC.		12/21/2010	CORPORATION: CALIFORNIA
VETCO, INC.		12/21/2010	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	PET SERVICES OPERATING CORPORATION
Street Address:	7115 16th Street East, #105
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34243
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3754704	
Registration Number:	3754694	
Registration Number:	3824804	PAWSPLUS
Registration Number:	3724888	PAWSPLUS
Serial Number:	77786541	PAW CONCIERGE
Serial Number:	77786538	PAWCIERGE

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (213) 683-5627  
 Email: nancychow@paulhastings.com

**900179549**

**TRADEMARK  
 REEL: 004439 FRAME: 0427**

**CH \$165.00 3754704**

Correspondent Name: Nancy Chow  
Address Line 1: Paul, Hastings, Janofsky & Walker LLP  
Address Line 2: 515 S. Flower Street, 25th Floor  
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	77083.00005
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	12/22/2010

**Total Attachments: 9**

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT** (this "**Agreement**") is entered into as of December 21, 2010 (the "**Effective Date**"), by and between PAWSPLUS, INC., a Delaware corporation having a principal place of business at 7115 16th Street East, #105, Sarasota, FL 34243, ANIMAL HEALTH ASSOCIATES, INC., a Delaware corporation having a principal place of business at 7115 16th Street East, #105, Sarasota, FL 34243, VETCO HOSPITALS, INC., a California corporation having a principal place of business at 7115 16th Street East, #105, Sarasota, FL 34243, and VETCO, INC., a New York corporation having a principal place of business at 7115 16th Street East, #105, Sarasota, FL 34243 (collectively, "**Assignor**"), on the one hand, and PET SERVICES OPERATING CORPORATION, a Delaware corporation having a principal place of business at 7115 16th Street East, #105, Sarasota, FL 34243 ("**Assignee**"), on the other.

### Recitals

WHEREAS, concurrently with this Agreement, the parties are entering into an Asset Purchase Agreement, pursuant to which Assignor is selling, transferring and assigning certain assets relating to the business or operation of Assignor (the "**Asset Purchase Agreement**"), including the trademarks and service marks listed in Exhibit A (the "**Marks**") and the domain names listed in Exhibit B (the "**Domain Names**"); and

WHEREAS, the Asset Purchase Agreement contemplates execution of this Agreement;

NOW THEREFORE, in consideration of mutual promises provided herein and the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows.

### Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; (b) all of Assignor's right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any

jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee, all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of an Assignor on a document necessary to perfect the transfer or assignment of the Marks or Domain Names, such Assignor hereby irrevocably appoints Assignee as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of such Assignor to execute, verify, and file any documents with the same legal force and effect as if executed by such Assignor.

3. **GENERAL**

3.1 Governing Law; WAIVER OF JURY TRIAL; VENUE

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware, without regard to the conflicts of laws rules of such state.

(b) THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HERETO HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE

AGREEMENT AND CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(c) THE PARTIES AGREE THAT JURISDICTION AND VENUE IN ANY SUIT, ACTION OR PROCEEDING BROUGHT BY ANY PARTY SEEKING EQUITABLE RELIEF PURSUANT TO THIS AGREEMENT SHALL PROPERLY AND EXCLUSIVELY LIE IN ANY FEDERAL OR STATE COURT LOCATED IN NEW YORK, NY. EACH PARTY ALSO AGREES NOT TO BRING ANY SUIT, ACTION OR PROCEEDING SEEKING EQUITABLE RELIEF ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY OTHER COURT (OTHER THAN UPON THE APPEAL OF ANY JUDGMENT, DECISION OR ACTION OF ANY SUCH COURT LOCATED IN NEW YORK, NY). BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT ANY SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES FURTHER AGREE THAT THE MAILING BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OF ANY PROCESS REQUIRED BY ANY SUCH COURT SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT.

3.2 Severability Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any person or circumstance is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party or intended beneficiary hereof.

3.3 Interpretation The headings and captions used in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Any capitalized terms used in any Schedule attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. The use of the word "including" herein (and words of similar import) shall mean "including without limitation." Buyer and Seller have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the parties hereto, and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto or any intended beneficiary hereof.

3.4 Entire Agreement This Agreement and the agreements and documents referred to herein contain the entire agreement and understanding among the parties

hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

3.5 CounterpartsThis Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

3.6 Amendment and WaiverNo amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Person against whom such amendment or waiver is sought to be enforced. No waiver by any party of any default, breach or inaccuracy of representation or warranty or breach of covenant hereunder, whether intentional or not, shall be deemed to extend to any other, prior or subsequent default or breach or affect in any way any rights arising by virtue of any other, prior or subsequent such occurrence.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

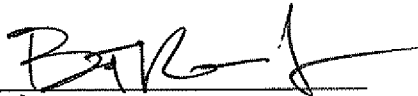
**"Assignee"**

**PET SERVICES OPERATING CORPORATION**

By:

Name:

Its:

  
\_\_\_\_\_  
B.T. Rasmussen  
\_\_\_\_\_  
Authorized Officer

**"Assignor"**

**PAWSPLUS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ANIMAL HEALTH ASSOCIATES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**VETCO HOSPITALS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**VETCO, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

**PET SERVICES OPERATING CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

“Assignor”

**PAWSPLUS, INC.**

By: K. Bryan Shobe  
Name: K. Bryan Shobe  
Its: CEO

**ANIMAL HEALTH ASSOCIATES, INC.**

By: K. Bryan Shobe  
Name: K. Bryan Shobe  
Its: CEO

**VETCO HOSPITALS, INC.**

By: K. Bryan Shobe  
Name: K. Bryan Shobe  
Its: CEO



**VETCO, INC.**

By: K. Bryan Shobe  
Name: K. Bryan Shobe  
Its: CEO

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]



Exhibit A  
Marks

U.S. Trademark Serial No.	U.S. Trademark Registration No.	Mark
77/795,900	3,754,704	
77/793,899	3,754,694	
77/895,250	3,824,804	PAWSPLUS
77/707,601	3,724,888	PAWSPLUS
77/786,541		PAW CONCIERGE
77/786,538		PAWCIERGE

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

**TRADEMARK**  
**REEL: 004439 FRAME: 0435**

**Exhibit B**  
**Domain Names**

1-800-pawsplus.com  
1-888-pawsplus.com  
1800pawsplus.com  
1888pawsplus.com  
800pawsplus.com  
888pawsplus.com  
affordablepethealth.com  
affordablepethealthcare.com  
animalhealth.cc  
animalhealthservices.cc  
findapetclinic.com  
findyourclinic.com  
getyourpetshots.com  
lowcostvetclinics.com  
pawadvice.com  
pawadvisor.com  
pawcierge.com  
pawconcierge.com  
pawsadvice.com  
pawsadvisor.com  
pawsipedia.com  
pawsplus.cc  
pawsplus.com  
pawsplus.tv  
pawsplus.us  
pawsplusonline.com  
pawsplusprints.com  
pawsplustv.com  
pawsvetcare.com  
pawsvets.com  
pawsvetscare.com  
petcoclinics.com  
petservice.com  
petshotclinics.com  
petsupercare.com  
petsupercare.net  
petvaccinationclinics.com  
petvaccineclinics.com  
protectmypet.com  
thepawcierge.com  
thepawconcierge.com  
tsclinics.com  
tsclinics.com

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**TRADEMARK**  
**REEL: 004439 FRAME: 0436**

vetcare360.com  
vetcare360.net  
vetcare360.org  
vetcierge.com  
vetclinics.com  
vetsupercare.com  
vetsupercare.net  
vetwellcare.com  
vscclinics.com  
wellcarevet.com

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RECORDED: 12/22/2010

TRADEMARK  
REEL: 004439 FRAME: 0437