

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
Pet Services Operating Corporation		12/21/2010	CORPORATION: DELAWARE
Pet Services Holdings, Inc.		12/21/2010	CORPORATION: DELAWARE
PawsPlus Management, Inc.		12/21/2010	CORPORATION: DELAWARE
Vetco Hospitals Corp.		12/21/2010	CORPORATION: DELAWARE
Pet Internet Services, Inc.		12/21/2010	CORPORATION: DELAWARE
Vet Wellcare, Inc.		12/21/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	H.I.G. Growth Partners - Pawsplus, LLC
Street Address:	c/o H.I.G. Capital, LLC, 855 Boylston Street, 11th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: 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:	77786539	PETCIERGE

CORRESPONDENCE DATA

Fax Number: (858)458-3005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: prosecutiondocketing@paulhastings.com

900180114

**TRADEMARK
 REEL: 004444 FRAME: 0906**

CH \$165.00 3754704

Correspondent Name: Paul, Hastings, Janofsky & Walker LLP
Address Line 1: P.O. Box 919092
Address Line 4: San Diego, CALIFORNIA 92191-9092

ATTORNEY DOCKET NUMBER:	77083.00005
NAME OF SUBMITTER:	Ryan M. Enchelmayer
Signature:	/Ryan M. Enchelmayer/
Date:	12/30/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 21, 2010, is made by and among Pet Services Holdings, Inc., a Delaware corporation (“Holdings”), PawsPlus Management, Inc., a Delaware corporation (“PawsPlus”), Vetco Hospitals Corp., a Delaware corporation (“Vetco”), Pet Services Operating Corporation, a Delaware corporation (“Pet Services”), Pet Internet Services, Inc., a Delaware corporation (“Pet Internet”), and Vet Wellcare, Inc., a Delaware corporation (“VW” and together with Holdings, PawsPlus, Vetco, Pet Services and Pet Internet, the “Grantors” and individually a “Grantor”) and H.I.G. Growth Partners – Pawsplus, LLC, a Delaware limited liability company (together with its registered assigns, “Secured Party”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Security Agreement dated as of December 21, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), Grantors are required to execute and deliver to Secured Party, this Trademark 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance of the Obligations, each of the Grantors hereby grants to Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, “Trademark Collateral” shall not include anything that is not “Collateral” under, and as defined in, the Security Agreement.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to

Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. BINDING EFFECT. This Trademark Security Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantors, Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Trademark Security Agreement.

6. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

7. ENTIRE AGREEMENT; AMENDMENT. This Trademark Security Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties.

8. SEVERABILITY. Whenever possible, each provision of this Trademark Security Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Trademark Security Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Trademark Security Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

9. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

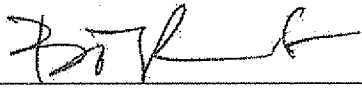
10. FILING. Each Grantor hereby authorizes Secured Party to file, concurrently with the execution of this Agreement, this Agreement with the United States Patent and Trademark Office.

11. TERMINATION. Upon payment and performance in full of all Obligations, the security interest created under this Agreement shall terminate and Secured Party shall promptly execute and deliver to the Grantors such documents and instruments reasonably requested by the Grantors as shall be necessary to evidence termination of all security interests in all jurisdictions given by the Grantors to Secured Party hereunder.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement, as of the date first above written.

PET SERVICES HOLDINGS, INC.
PAWSPLUS MANAGEMENT, INC.
VETCO HOSPITALS CORP.
VET WELLCARE, INC.
PET SERVICES OPERATING CORPORATION
PET INTERNET SERVICES, INC.

By: 
Name:
Title:

H.I.G. GROWTH PARTNERS – PAWSPLUS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement, as of the date first above written.

PET SERVICES HOLDINGS, INC.
PAWSPLUS MANAGEMENT, INC.
VETCO HOSPITALS CORP.
VET WELLCARE, INC.
PET SERVICES OPERATING CORPORATION
PET INTERNET SERVICES, INC.

By: _____
Name:
Title:

H.I.G. GROWTH PARTNERS - PAWSPLUS, LLC

By: 
Name: **Richard Siegel**
Title: **Authorized Signatory**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	COUNTRY	FILING DATE	SER. NO. / REG. NO.	STATUS	REG. DATE	GRANTOR
Image of a pet paw with a bandage and a cross contained within the paw	USA	August 3, 2009	3,754,704	Active	March 2, 2010	Pet Services Operating Corporation
Image of a red pet paw with a red and white bandage and a white cross contained within the paw	USA	July 30, 2009	3,754,694	Active	March 2, 2010	Pet Services Operating Corporation
PAWSPLUS	USA	December 16, 2009	3,824,804	Active	July 27, 2010	Pet Services Operating Corporation
PawsPlus	USA	April 6, 2009	3,724,888	Active	December, 15, 2009	Pet Services Operating Corporation
PAW CONCIERGE	USA	July 22, 2009	77786541	Intent-to-use	N/A	Pet Services Operating Corporation
PAWCIERGE	USA	July 22, 2009	77786539	Abandoned	N/A	Pet Services Operating Corporation

Trade Names

None.

Common Law Trademarks

None.