

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doggyspace.com, LLC		05/24/2011	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Pet360, Inc.		
Street Address:	2250 Hickory Road		
Internal Address:	Suite 400		
City:	Plymouth Meeting		
State/Country:	PENNSYLVANIA		
Postal Code:	19462		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3585949	DOGGYSPACE	
Registration Number:	3616013		
Registration Number:	3697864	MY DOG HAS MORE FRIENDS THAN YOU	
CORRESPONDENCE DATA			
Fax Number:	(215)495-6600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-495-6500		
Email:	dfiore@regerlaw.com		
Correspondent Name:	Daniel L. Fiore, Esquire		
Address Line 1:	Reger Rizzo & Damall LLP		
Address Line 2:	2929 Arch Street, 13th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
ATTORNEY DOCKET NUMBER:	81303		

OP \$90.00 3585949

900192849

**TRADEMARK
 REEL: 004548 FRAME: 0962**

NAME OF SUBMITTER:	Daniel L. Fiore, Esquire
Signature:	/ Daniel L. Fiore /
Date:	05/26/2011
Total Attachments: 2 source=Doggyspace to Pet360 Assignment and Assumption Agreement 05-24-2011#page1.tif source=Doggyspace to Pet360 Assignment and Assumption Agreement 05-24-2011#page2.tif	

**SERVICE MARK
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This SERVICE MARK ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is effective as of the 24th day of May, 2011 ("Effective Date") and is entered into by and between Doggyspace.com, LLC ("Assignor") and Pet360, Inc. ("Assignee"), a Delaware corporation with a business address at 2250 Hickory Road, Suite 400, Plymouth Meeting, PA 19462.

WHEREAS, as of the date hereof, pursuant to the agreement of the parties, Assignor has agreed to assign to Assignee and Assignee has agreed to assume from Assignor all of Assignor's rights, powers and privileges in the service mark

"Doggyspace" registered with the United States Patent and Trademark Office at Registration Number 3585949 (the "Mark");

Drawing of spotted dog with bone in mouth registered with the United States Patent and Trademark Office at Registration Number 3616013 (the "Mark");

"MY DOG HAS MORE FRIENDS THAN YOU" registered with the United States Patent and Trademark Office at Registration Number 3697864 (the "Mark");

NOW, THEREFORE, in consideration of the foregoing for consideration, the sufficiency of which is acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment and Assumption. Effective as of the date first set forth above, Assignor assigns, sells and transfers to Assignee all right, title and interest in and to the Mark, including all rights therein provided by international conventions and treaties, together with the goodwill of the business symbolized thereby, all income and payments now or hereafter due or payable with respect thereto and all causes of action (either in law or in equity) relating to, and the right to sue, counterclaim and recover for, past, present and future infringement and misappropriation of the rights assigned or to be assigned under this Assignment.

2. Governing Law. This Agreement shall be subject to and governed in all respects by the statutes and laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws principles thereof. Each party hereby submits to the jurisdiction of the state and federal courts of Montgomery County, Pennsylvania, for the resolution of any such disputes and waives any objection to the propriety or convenience of venue in such courts.

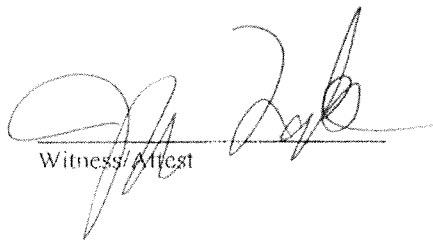
3. Construction. The parties expressly agree that this Assignment and Assumption Agreement shall be given the construction that renders its provisions valid and enforceable to the maximum extent permitted by applicable laws..

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

ASSIGNEE:

PET360, INC.

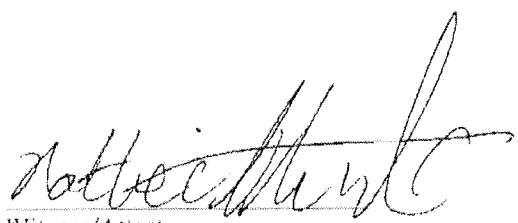

Witness/Attest

By:



Brock Weatherup
Chief Executive Officer

ASSIGNOR:

DOGGYSPACE.COM, LLC


Witness/Attest

By:


Name: Ken Thoburn
Title: Partner
5/24/11