

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
PETFOODDIRECT, INC.		03/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Square 1 Bank		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3910083	PETFOODDIRECT	
Registration Number:	3834849		
Registration Number:	3867153	CLICK.SAVE.RELAX!	
Registration Number:	3116518	PETSRIPTIONS	
Registration Number:	3246593	PETFOODDIRECT	
Registration Number:	3250818	AMERICA'S PET STORE ON THE WEB	
CORRESPONDENCE DATA			
Fax Number:	(919)354-1278		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9193143086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		

CH \$165.00 3910083

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	08/16/2011
Total Attachments: 6 source=PetFoodDirect - Intellectual Property Security Agreement#page1.tif source=PetFoodDirect - Intellectual Property Security Agreement#page2.tif source=PetFoodDirect - Intellectual Property Security Agreement#page3.tif source=PetFoodDirect - Intellectual Property Security Agreement#page4.tif source=PetFoodDirect - Intellectual Property Security Agreement#page5.tif source=PetFoodDirect - Intellectual Property Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 4, 2011 by and between SQUARE 1 BANK ("**Bank**") and PETFOODDIRECT, INC., a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.


Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

PETFOODDIRECT, INC.

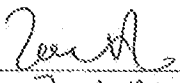
By 
Name Joseph G. Falkenstein
Title CFO

Address of Grantor:

2250 Hickory Road, Suite 400
Plymouth Meeting, PA 19462

Bank:

Square 1 Bank

By 
Name Linda Roberts
Title Asst

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature page---Intellectual Property Security Agreement (PetFoodDirect)]

TRADEMARK
REEL: 004605 FRAME: 0488

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
All content contained in the websites located at the URLs owned and operated by Grantor and its subsidiaries (none of which are registered with the United States Copyright Office).	N/A	N/A

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
NONE		

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
DOG AND CAT DESIGN with PFD Word	3910083	
DOG AND CAT DESIGN LOGO ONLY	3834849	
Click.SAVE.Relax!	3867153	
PETSCRIPTIONS	3116518	
PETFOODDIRECT	3246593	
AMERICA'S PET STORE ON THE WEB	3250818	