

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
Petsense, Inc.		07/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Petsense, LLC		
Street Address:	14301 North 87th Street		
Internal Address:	Suite #203		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2046698	PET ¢ENTS	
Registration Number:	3308932	PETSENSE\$	
Registration Number:	3469427	PETSENSE	
CORRESPONDENCE DATA			
Fax Number:	(213)683-6669		
Phone:	(213) 683 6630		
Email:	rvanderschyff@pmcos.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Rhodah Van Der Schyff		
Address Line 1:	555 South Flower Street		
Address Line 2:	30th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	PETSENSE		

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**TRADEMARK
 REEL: 004622 FRAME: 0265**

NAME OF SUBMITTER:	Rhodah Van Der Schyff
Signature:	/Rhodah Van Der Schyff/
Date:	09/14/2011
Total Attachments: 3 source=Petsense.Trademark.Assignment#page1.tif source=Petsense.Trademark.Assignment#page2.tif source=Petsense.Trademark.Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective as of July 1, 2011 (the "Effective Date"), is by and between Petsense, Inc., a Delaware corporation with offices at 14301 North 87th Street, Suite #203, Scottsdale, Arizona 85260 (hereinafter "ASSIGNOR") and Petsense, LLC, a Delaware limited liability company with offices at 14301 North 87th Street, Suite #203, Scottsdale, Arizona 85260 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the registered owner of those certain United States trademarks listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"), which have been adopted and used by ASSIGNOR in connection with its business, goods and services; and

WHEREAS, ASSIGNEE wishes to acquire ASSIGNOR's entire right, title and interest in and to the Trademarks together with all common law rights and the entire goodwill of the business associated therewith, and ASSIGNOR wishes to sell, assign, convey and transfer such right, title and interest to ASSIGNEE on the terms and conditions set forth herein; and

WHEREAS, ASSIGNOR hereby represents and covenants that Assignor neither has made or entered into, nor will make or enter into, any assignment, sale, agreement or encumbrance that would conflict with this Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

ASSIGNOR does hereby irrevocably sell, assign, convey and transfer to ASSIGNEE, its successors and assigns, as of the Effective Date, ASSIGNOR's entire right, title and interest, registered or unregistered, whether statutory or at common law, in and to the Trademarks for use and registration by ASSIGNEE, together with the entire goodwill associated therewith and symbolized by the Trademarks throughout the world, and in all registrations and pending applications therefor in the United States of America, its territories and possessions, and foreign countries, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements. Without limiting the generality of the foregoing, ASSIGNOR assigns with the Trademarks all associated income, royalties, damages, and payments due from or payable by any third party in connection with past, present, or future infringements or misappropriations of the Trademarks, and the rights to sue for past and future infringements and misappropriations thereof.

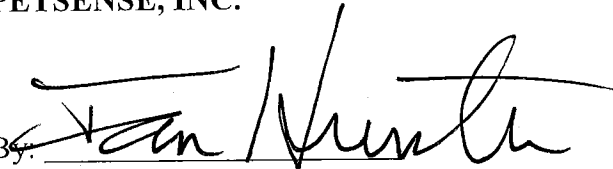
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IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:

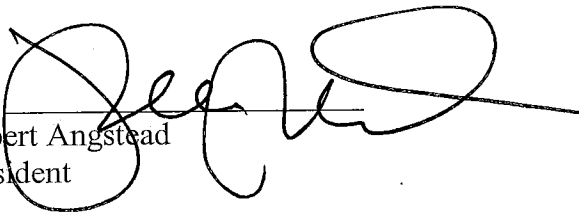
PETSENSE, INC.

By: 

Ian Hunter
Chief Financial Officer

ASSIGNEE:

PETSENSE, LLC

By: 

Robert Angstead
President

SCHEDULE 1

Trademark	Registration No.	Registration Date
Petcents	2,046,698	March 18, 1997
PetsenŞe	3,308,932	October 9, 2007
Petsense	3,469,427	July 15, 2008