

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK PLEDGE AND SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VETSTREET, INC.		09/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	333 SOUTH GRAND AVENUE, 9TH FLOOR		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3258082	COMPENDIUM	
Registration Number:	3482376	COMPENDIUM CONTINUING EDUCATION FOR VETERINARIANS	
Registration Number:	3526692	COMPENDIUM EQUINE	
Registration Number:	3258081	COMPENDIUM ON CONTINUING EDUCATION FOR THE PRACTICING VETERINARIAN	
Registration Number:	2858362	PET PORTAL	
Registration Number:	2950589	PETNOTES	
Registration Number:	3691279	STANDARDS OF CARE EMERGENCY AND CRITICAL CARE MEDICINE	
Registration Number:	3432115	TECHNICIAN ADVANCES	
Registration Number:	2860696	VET PORTAL	
Registration Number:	2467542	VETERINARY FORUM	
Registration Number:	1510929	VETERINARY TECHNICIAN	
Registration Number:	2441684	VETERINARY THERAPEUTICS RESEARCH IN APPLIED VETERINARY MEDICINE	

TRADEMARK

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REEL: 004631 FRAME: 0092

OP \$415.00 3258082

Registration Number:	2885947	VETINSITE
Registration Number:	3815547	VETLEARN.COM
Registration Number:	3570688	VETSTREET
Registration Number:	3262317	VETSUITE

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	048472-0001
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NAME OF SUBMITTER:	KRISTIN J. AZCONA
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Signature:	/KJA/
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Date:	09/27/2011
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Total Attachments: 6

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TRADEMARK PLEDGE AND SECURITY AGREEMENT

This TRADEMARK PLEDGE AND SECURITY AGREEMENT (this "Trademark Pledge and Security Agreement"), dated as of September 1, 2011, is made by and among the signatories hereto (each, a "Grantor", and collectively, the "Grantors"), and Wells Fargo Bank, National Association, as collateral agent (in such capacity as collateral agent, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement described below);

WITNESSETH:

WHEREAS, reference is made to that certain Amended and Restated Credit and Guaranty Agreement, dated as of August 16, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Vicar Operating, Inc., a Delaware corporation ("Company"), VCA Antech, Inc., a Delaware corporation, certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time, Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, Issuing Bank and Swing Line Lender, and Bank of America, N.A. and JPMorgan Chase Bank, N.A., as Co-Syndication Agents, and the other agents party thereto;

WHEREAS, in connection with the Credit Agreement, each Grantor is required to execute and deliver that certain Pledge and Security Agreement, dated as of August 19, 2010, by and among the Grantors, certain other grantors thereunder and the Collateral Agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, each Grantor is required to execute and deliver this Trademark Pledge and Security Agreement and to grant to the Collateral Agent for its benefit and the benefit of the Secured Parties a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Trademark Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Credit Extensions to Company pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Collateral Agent and the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Pledge and Security Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Credit Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Collateral Agent, for its benefit and the benefit of each Secured Party, a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Trademark Collateral");

(a) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (other than "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), including, but not limited to the registrations and applications referred to in Schedule I (as such schedule may be amended or supplemented from time to time), all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively referred to as the "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder).

SECTION 3. Security Agreement. This Trademark Pledge and Security Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Collateral Agent for its benefit and the benefit of the Secured Parties in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Collateral Document, etc. This Trademark Pledge and Security Agreement is a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

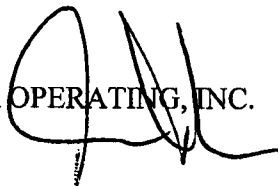
SECTION 6. Counterparts. This Trademark Pledge and Security Agreement may be executed by the parties hereto in several counterparts (including by telecopy, facsimile or other electronic transmission), each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Trademark Pledge and Security Agreement shall be deemed to be a contract made under and governed by the internal laws of the state of New York.

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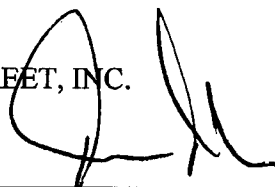
IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Pledge and Security Agreement to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first above written.

VICAR OPERATING, INC.



By: _____
Name: Tomas W. Fuller
Title: Chief Financial Officer, Vice President
and Secretary

VETSTREET, INC.






By: _____
Name: Tomas W. Fuller
Title: Chief Financial Officer, Vice President
and Secretary

WELLS FARGO BANK, NATIONAL
ASSOCIATION
as Collateral Agent

By: Maribelle Villaseñor
Name: _____
Title: **Maribelle Villaseñor**
Assistant Vice President

Schedule I**Trademarks**

Owner	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Vicar Operating, Inc.	SIMPLEGUARD	5	85098875 03-AUG-2010	3959936 10-MAY-2011
Vicar Operating, Inc.		9, 10, 39, 41, 42	77787912 23-JUL-2009	3962464 17-MAY-2011
Vicar Operating, Inc.	SOUND-EKLIN	9, 10, 39, 41, 42	77786995 22-JUL-2009	3962462 17-MAY-2011
Vicar Operating, Inc.		9, 10, 39, 41, 42	77787043 22-JUL-2009	3962463 17-MAY-2011
Vetstreet, Inc.	COMPENDIUM	16	78834298 06-MAR-2006	3258082 03-JUL-2007
Vetstreet, Inc.	COMPENDIUM CONTINUING EDUCATION FOR VETERINARIANS	16	78883864 15-MAY-2006	3482376 05-AUG-2008
Vetstreet, Inc.	COMPENDIUM EQUINE	16	77327143 12-NOV-2007	3526692 04-NOV-2008
Vetstreet, Inc.	COMPENDIUM ON CONTINUING EDUCATION FOR THE PRACTICING VETERINARIAN	16	78834281 10-MAR-2006	3258081 03-JULY-2007
Vetstreet, Inc.	PET PORTAL	35	76295659 03-AUG-2001	2858362 29-JUN-2004
Vetstreet, Inc.	PETNOTES	42	76548057 30-SEP-2003	2950589 10-MAY-2005
Vetstreet, Inc.	STANDARDS OF CARE EMERGENCY AND CRITICAL CARE MEDICINE	16	77544601 12-AUG-2008	3691279 06-OCT-2009
Vetstreet, Inc.	TECHNICIAN ADVANCES	16	77074500 02-JAN-2007	3432115 20-MAY-2008
Vetstreet, Inc.	VET PORTAL	35	76295658 03-AUG-2001	2860696 06-JUL-2004
Vetstreet, Inc.	VETERINARY FORUM	16	76009769	2467542

Owner	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
			27-MAR-2000	10-JUL-2001
Vetstreet, Inc.	VETERINARY TECHNICIAN	16	73704488 07-JAN-1988	1510929 01-NOV-1988
Vetstreet, Inc.	VETERINARY THERAPEUTICS RESEARCH IN APPLIED VETERINARY MEDICINE	16	75867906 09-DEC-1999	2441684 03-APR-2001
Vetstreet, Inc.	VETINSITE	35, 42, 44	76527691 02-JUL-2003	2885947 21-SEP-2004
Vetstreet, Inc.	VETLEARN.COM	44	77731720 07-MAY-2009	3815547 06-JUL-2010
Vetstreet, Inc.	VETSTREET	35	77355413 19-DEC-2007	3570688 03-FEB-2009
Vetstreet, Inc.		9, 35, 44	78561690 07-FEB-2005	3262317 10-JUL-2007