

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
PETMD, Inc.		12/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PET360, Inc.		
Street Address:	2250 Hickory Road, STE 400		
City:	Plymouth Meeting		
State/Country:	PENNSYLVANIA		
Postal Code:	19462		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85273308	PET360	
Serial Number:	85273353	PET360	
Registration Number:	3929944	PET360	
CORRESPONDENCE DATA			
Fax Number:	(215)495-6600		
Phone:	2154956533		
Email:	dfiore@regerlaw.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:	Daniel L. Fiore		
Address Line 1:	2929 Arch Street, 13th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
NAME OF SUBMITTER:	Daniel L. Fiore		
Signature:	/Daniel L. Fiore/		

OP \$90.00 85273308

900208368

TRADEMARK
REEL: 004669 FRAME: 0893

Date:

12/01/2011

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT
(PETMD, INC. to PET360, INC.)

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is executed and delivered as of this 1st day of December, 2011 (the "Effective Date") by PETMD, Inc., a Delaware corporation ("Assignor") to and in favor of Pet360, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's rights, title and interest in any and all jurisdictions throughout the world, including but not limited to, Assignor's Intellectual Property identified on the attached Exhibit A, and all variations thereof, and all intellectual property of Assignor currently used by Assignee relating to Pet360 (collectively, the "Assigned IP");

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned IP used in the United States and all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, free and clear of all liens, encumbrances, security interests, licenses, sublicense or rights of any other person, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned IP, with the right to sue for and collect the same in Assignee's own name.

2. Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country to record, as applicable, recognize Assignee as the assignee and owner of the Assigned IP.

3. Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to Assignee pursuing the following: (a) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to

any facts relating to the Assigned IP and this Assignment; (c) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (d) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world; with all expenses incurred by Assignor related to the foregoing to be the responsibility of and payable by the Assignee.

4. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and may only be amended by a written instrument duly executed by all of the parties. This Assignment constitutes the entire understanding among the parties with respect to the subject matter contained herein and supersedes any prior understandings and agreements among them respecting such subject matter.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:

PETMD, INC.

By: _____

Nicolas Chereque, President

ASSIGNEE:

PET360, INC.

By: _____

Brock Weatherup, CEO

EXHIBIT A
INTELLECTUAL PROPERTY

Trademarks

1. Registration No. 3929944 for "Pet360" Word Mark
2. Application No. 85273308 for "Pet360" Color Design
3. Application No. 85273353 for "Pet360" Black and White Design

Other Intellectual Property

All intellectual property related to the name "Pet360", including but not limited to:

Trade Names
Common Law Trademarks and Service Marks
Goodwill