

## 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
Vicar Operating, Inc.		02/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vetstreet, Inc.		
Street Address:	12401 West Olympic Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85120140	THINKPETS	
Serial Number:	85024282	THINKPETS	
Serial Number:	85024296	THINKPETS	
Serial Number:	78641184	HEALTHY SMILE	
Serial Number:	76679208	SHINE FROM THE INSIDE OUT	
Serial Number:	76233555	ZOASIS	
Serial Number:	76152155	INFORMED CARE, HEALTHY PETS	
Serial Number:	76089998	ZOASIS	
Serial Number:	75753068	HEALTHY PET	
CORRESPONDENCE DATA			
Fax Number:	(310)571-6819		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3105716793		
Email:	steve.speredelozzi@vcaantech.com		

OP \$240.00 85120140

Correspondent Name: Stephen Speredelozzi  
Address Line 1: 12401 West Olympic Boulevard  
Address Line 4: Los Angeles, CALIFORNIA 90064

NAME OF SUBMITTER:

Tomas W. Fuller

Signature:

/Tomas W. Fuller/

Date:

03/30/2012

**Total Attachments: 3**

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## BILL OF SALE AND ASSIGNMENT OF CONTRACT RIGHTS

Reference is made to that certain Merger Agreement and Plan of Reorganization (the "*Merger Agreement*"), dated as of January 27, 2012, by and among (i) Vicar Operating, Inc., a Delaware corporation ("*Transferor*"), (ii) VCA Antech, Inc., a Delaware corporation ("*VCA*"), (iii) ThinkPets, Inc., a Delaware corporation (the "*Company*"), and (iv) Doug Drew, an individual in his capacity as the Stockholders' Representative pursuant to which the Company merged with and into the Transferor. As a result of the merger, all of the Company's property, rights, privileges, powers, and franchises vested in the Transferor, and all debts, liabilities, duties and obligations of the Company became the Transferor's debts, liabilities, duties and obligations. All of the foregoing property, rights, privileges, powers, and franchises and debts, liabilities, duties and obligations are referred to herein as the "*Transferred Items*".

Undefined capitalized terms herein are defined in the Merger Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Transferor, as contemplated by the Merger Agreement, hereby unconditionally and irrevocably grants, bargains, transfers, sells, assigns, conveys, and delivers to Vetstreet, Inc., a Delaware corporation ("*Transferee*"), its successors and assigns forever, all right, title, and interest, legal or equitable, in and to the Transferred Items, effective as of immediately following the Effective Time.

TO HAVE AND TO HOLD the Transferred Items unto the Transferee and its successors and assigns forever.

The Transferor, for itself, its successors, and assigns, hereby covenants and agrees to and with the Transferee, (i) to warrant and defend the grant, bargain, transfer, sale, assignment, conveyance, and delivery of the Transferred Items to the Transferee and its successors and assigns against all Persons and (ii) that, at any time and from time to time after the date hereof, promptly upon the written request of the Transferee, it will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may reasonably be required by the Transferee in order to assign, transfer, set over, convey, assure, and confirm unto and vest in the Transferee, its successors, and assigns the Transferred Items and title thereto and to put the Transferee in possession and operating control of the Transferred Items. To the extent that any of the Transferred Items are not actually delivered and turned over by the Transferor to the Transferee, such Transferred Items will be held in trust by the Transferor for the Transferee and will be turned over and delivered to the Transferee at any time and from time to time upon demand therefor. The Transferee will maintain the sole and exclusive title thereto and all right, title, and interest therein, and the Transferor will have no right, title, or interest in or to any such Transferred Items, nor will the Transferor have any retaining possessory or other lien thereon.

Without limiting the foregoing, the Transferor hereby constitutes the Transferee the true and lawful agent and attorney-in-fact of the Transferor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Transferor but on behalf and for the benefit of the Transferee and its successors and assigns, from time to time:

1. To demand, receive, and collect any and all of the Transferred Items, and to give receipts and releases for and with respect to same, or any part thereof.
2. To institute and prosecute, in the name of the Transferor or otherwise, all proceedings, at law, in equity, or otherwise, that the Transferee or its successors and assigns may deem proper in order to collect or enforce any claim or right of any kind included in the Transferred Items.
3. To do all things legally permissible or required, or reasonably deemed by the Transferee to be required, to recover and collect the Transferred Items and to use the Transferor's name in such manner as the Transferee may reasonably deem necessary for the collection and recovery of same.

The Transferor hereby declares that the foregoing powers are coupled with an interest and are irrevocable by the Transferor or by its dissolution or in any other manner or for any reason whatsoever.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon or give to, any Person other than the Transferee and its successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this instrument shall be for the sole and exclusive benefit of the Transferee and its successors and assigns.

This instrument will be binding upon the Transferor and its successors and assigns, and inure to the benefit of and is enforceable by the Transferee and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Bill of Sale and Assignment of Contract Rights is being executed and delivered by the Transferor as of February 1, 2012.

VICAR OPERATING, INC.,  
a Delaware corporation

By: 

Name: Tobias W. Fuller

Title: Chief Financial Officer, Vice President and  
Assistant Secretary

Signature Page to Bill of Sale and Assignment of Contract Rights

RECORDED: 03/30/2012

TRADEMARK  
REEL: 004748 FRAME: 0712