

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
TRURX LLC		12/27/2012	LIMITED LIABILITY COMPANY: IDAHO

RECEIVING PARTY DATA	
Name:	U.S. Bank National Association
Street Address:	221 S. Figueroa Street, Suite 210
Internal Address:	LM-CA-F2AB
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90012
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 29		
Property Type	Number	Word Mark
Serial Number:	85469663	VET GUARD
Serial Number:	85469785	VET GUARD PLUS
Serial Number:	85542331	VET GUARD PRO
Serial Number:	85638557	VETGUARD PLUS +
Serial Number:	85555174	HEART SHIELD
Serial Number:	85555237	HEART SHIELD PLUS
Serial Number:	85555304	HEART SHIELD PRO
Serial Number:	85715306	VETIQ PILL TREATS
Serial Number:	85504061	MED PALS
Serial Number:	85686937	VET POCKETS
Serial Number:	85555062	VET BONES
Serial Number:	78116819	MINTIES
Serial Number:	85576199	RELIEF IQ

OP \$740.00 85469663

Serial Number:	85576158	TRU PROFEN
Serial Number:	85757891	VETGRADE NO PRESCRIPTION REQUIRED
Serial Number:	85780473	VETGRADEBAY
Serial Number:	85776191	VETGRADE SOLUTION CENTER
Serial Number:	85776039	VETGRADE
Serial Number:	85780629	VETGRADE
Serial Number:	85676767	OMEGA-UP!
Serial Number:	85524979	TRU RX
Serial Number:	85542431	TRU RX
Serial Number:	85469587	VET IQ
Serial Number:	85638699	VETIQ
Serial Number:	85527618	1-2-3 PETS
Serial Number:	85631997	123PETS
Serial Number:	85653566	VETLOVE
Serial Number:	85653673	VETLOVE NO PRESCRIPTION REQUIRED
Serial Number:	85747300	MYPETRX

CORRESPONDENCE DATA

Fax Number: 2063599000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 206-359-8000
Email: pctrademarks@perkinscoie.com
Correspondent Name: Jason S. Howell of Perkins Coie LLP
Address Line 1: 1201 Third Avenue, Suite 4900
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	12187-7013
NAME OF SUBMITTER:	Jason S. Howell
Signature:	/Jason S. Howell/
Date:	12/27/2012

Total Attachments: 5
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**NOTICE OF GRANT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL
(TRADEMARK RIGHTS)**

This Notice of Grant of Security Interest in Intellectual Property (this "Notice") dated as of December 27, 2012, is given by TRURX LLC, an Idaho limited liability company ("Obligor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent (in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Financing Agreement of even date herewith among Obligor, certain other credit parties thereto, the lenders party thereto ("Lenders") and Agent, as agent for the Lenders (together with all amendments, supplements, exhibits and modifications thereto, the "Financing Agreement"), Lenders have agreed to extend certain credit to Obligor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Financing Agreement, Obligor executed and delivered that certain Security Agreement of even date herewith in favor of Agent (together with all amendments, supplements, exhibits and modifications thereto, the "Security Agreement"), pursuant to which Obligor pledged and granted to Agent, for the benefit of the Lenders, a continuing security interest in all Trademarks (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to extend credit to Obligor pursuant to the Financing Agreement, Obligor agrees, for the benefit of Agent and Lenders as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Notice, including its preamble and recitals, have the meanings provided in the Financing Agreement and the Security Agreement.

2. Grant of Security Interest

Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys the Trademarks (including, without limitation, those items listed on Schedule A attached hereto) to Agent, for the benefit of Lenders, to secure payment, performance and observance of the Secured Obligations.

3. Purpose

This Notice has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The

security interest granted hereby has been granted to Agent, for the benefit of the Lenders, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement and the Financing Agreement (and all rights and remedies of Agent and Lenders thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment

Obligor does hereby further acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Financing Agreement and 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.

[SIGNATURE PAGE FOLLOWS]

The undersigned Grantor hereby acknowledges and agrees that the security interest in the foregoing trademark and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

TRURX LLC, an Idaho limited liability company

By: 
Name: McCord Christensen
Title: Chief Executive Officer

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL]

TRADEMARK
REEL: 004929 FRAME: 0914

Schedule A

Country	Trademarks	Class	USPTO Serial #	SOU Date	Owner
USA	Vet Guard	5	85469663	1/31/2013	Tru Rx
USA	Vet Guard Plus	5	85469785	1/31/2013	Tru Rx
USA	Vet Guard Pro	5	85542331	1/24/2013	Tru Rx
USA	Vet Guard Plus	Logo	85638557		Tru Rx
USA	Heart Shield	5	85555174	4/30/2013	Tru Rx
USA	Heart Shield Plus	5	85555237	4/30/2013	Tru Rx
USA	Heart Shield Pro	5	85555304	4/30/2013	Tru Rx
USA	Vet IQ Pill Treats	31	85715306		Tru Rx
USA	Med Pals	31	85504061		Tru Rx
USA	Vet Pockets	32	85686937		Tru Rx
USA	Vet Bones	5,31	85555062		Tru Rx
USA	Minties	31	78116819		Tru Rx
USA	Relief IQ	5	85576199		Tru Rx
USA	Tru Profen	5	85576158	4/30/2013	Tru Rx
USA	Vet Grade (No Pres.)	5, logo	85757891		Tru Rx
USA	Vet Grade (Bay)	5, logo	85780473		Tru Rx
USA	Vet Grade (Solut. Cent)	5, logo	85776191		Tru Rx
USA	Vet Grade	5	85776039		Tru Rx
USA	Vet Grade (Thumbs up)	5, logo	85780629		Tru Rx
USA	Omega Up!		85676767		TruRx
USA	Tru Rx	4, 5	85524979		Tru Rx

Country	Trademarks	Class	USPTO Serial #	SOU Date	Owner
USA	Tru Rx	5	85542431		Tru Rx
USA	Vet IQ	5	85469587	4/30/2012	Tru Rx
USA	Vet IQ	Logo	85638699		Tru Rx
USA	1-2-3Pets	35	85527618	1/31/2013	Tru Rx
USA	123 Pets	5	85631997		Tru Rx
USA	Vetlove	5,31	85653566		Tru Rx
USA	Vetlove - No Prescription Required	5,31	85653673		Tru Rx
USA	MyPetRx	5	85747300		Tru Rx

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST
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RECORDED: 12/27/2012

TRADEMARK
REEL: 004929 FRAME: 0916