

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------|----------|----------------|-------------------------------------|
| ZooToo, LLC | | 12/17/2012 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|-----------------------|
| Name: | Pet360, Inc. |
| Street Address: | 2250 Hickory Road |
| Internal Address: | Suite 400 |
| City: | Plymouth Meeting |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19462 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------------|
| Registration Number: | 3583894 | ZOOTOO |
| Registration Number: | 3500033 | ZOO TOO |
| Registration Number: | 3554591 | ZOOTOO |
| Registration Number: | 3600048 | ZOOTOO |
| Registration Number: | 3565649 | ZOOTOO |
| Registration Number: | 3583892 | ZOOTOO HOUSE |
| Registration Number: | 3583853 | ZOOTOO HOUSE |
| Registration Number: | 3503707 | RATE AND REVIEW THE PET WORLD |
| Registration Number: | 3693195 | ZOOTOO TV |
| Registration Number: | 3581323 | PET PULSE |
| Registration Number: | 3581324 | PET PULSE |
| Registration Number: | 3702328 | BRINGING PET LOVERS TOGETHER |
| Registration Number: | 3702327 | A PLACE FOR PET LOVERS |

OP \$540.00 3583894

| | | |
|----------------------|---------|--------------------------|
| Registration Number: | 3696540 | PET LOVERS CHOICE AWARDS |
| Registration Number: | 3624223 | PETLANTHROPY |
| Registration Number: | 3729349 | SOCIAL PETWORKING |
| Registration Number: | 3620784 | PET WARS |
| Registration Number: | 3641050 | ZOOTOO.COM ANGELS |
| Registration Number: | 3641051 | ZOOTOO.COM ANGELS |
| Registration Number: | 3806123 | ZOOTOO PET NEWS |
| Registration Number: | 3950495 | ZOOTOO |

CORRESPONDENCE DATA

Fax Number: 2154956600
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2674433641
Email: rkuhn@regerlaw.com
Correspondent Name: Richard Kuhn, Esq.
Address Line 1: 2929 Arch Street
Address Line 2: 13th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19104

| | |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | 11-1090.014 |
| NAME OF SUBMITTER: | Richard R. Kuhn, Esq. |
| Signature: | /s/ Richard R. Kuhn, Esq. |
| Date: | 01/07/2013 |

Total Attachments: 8
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of 17th day of December, 2012, is made by Zoo Too LLC ("Seller"), a Delaware limited liability company, and Pet360, Inc. ("Purchaser"), a Delaware corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated November 29, 2012 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of Seller, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including, without limitation, those identified on the attached Schedule 1, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law, and in all cases, together with the goodwill connected with the use of and symbolized thereby (the "Trademarks");

(b) all (i) copyrights of Seller, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such copyrights, (ii) issuances, extensions and renewals of such registrations and applications, (iii) related proprietary rights, interests and protections, however arising, pursuant to any such law; and without limitation to the generality of the foregoing, the copyrights, copyright registrations and applications to register copyrights in the works of authorship set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof, along with all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" with respect to any of the foregoing (the "Copyrights");

(c) registrations of the internet domain names set forth on Schedule 3 hereto, whether or not incorporating Seller's trademarks, registered to Seller in any generic top level domain by any authorized private registrar or governmental authority (the "Domain Names");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) all licenses and similar contractual rights with respect to any of the foregoing granted by or to Seller to any third party, including without limitation, in bound licenses to content uploaded to any website operated at any of the Domain Names;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof as are reasonably requested by Purchaser, at the sole cost and expense of Purchaser, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto. Without limiting the foregoing, Seller shall cooperate with Purchaser and with Purchaser's reasonable instructions in order to effectuate the transfer of the Domain Names in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the

Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ZOO TOO LLC

By: 

Name: *Richard Thompson*
Title: *Managing Member*

AGREED TO AND ACCEPTED:

PET360, INC.

By: 

Name: *Brock Westley*
Title: *CEO*

**SCHEDULE 1
ASSIGNED U.S. TRADEMARKS**

Live Marks

| Trademark | Serial # | Serial Date | Reg. # | Reg. Date |
|-------------------------------|----------|-------------|---------|------------|
| Zootoo (word) | 77146703 | 4/2/2007 | 3583894 | 3/3/2009 |
| Zootoo (word) | 77975772 | 11/20/2006 | 3500033 | 9/9/2008 |
| Zootoo (word) | 77047971 | 11/20/2006 | 3554591 | 12/30/2008 |
| Zootoo (logo) | 77976542 | 3/21/2007 | 3600048 | 3/31/2009 |
| Zootoo (clothing) | 77327138 | 11/12/2007 | 3565649 | 1/20/2009 |
| Zootoo House (word) | 77146470 | 4/2/2007 | 3583892 | 3/3/2009 |
| Zootoo House (word) | 77115131 | 11/23/2006 | 3583853 | 3/3/2009 |
| Rate and Review the Pet World | 77218047 | 6/28/2007 | 3503707 | 9/23/2008 |
| Zootoo TV | 77254909 | 8/14/2007 | 3693195 | 10/6/2009 |
| Pet Pulse (word) | 77291636 | 9/28/2007 | 3581323 | 2/24/2009 |
| Pet Pulse (logo) | 77291649 | 9/28/2007 | 3581324 | 2/24/2009 |
| Bringing Pet Lovers Together | 77352272 | 12/14/2007 | 3702328 | 10/27/2009 |
| A Place for Pet Lovers | 77352271 | 12/14/2007 | 3702327 | 10/27/2009 |
| Pet Lovers' Choice Awards | 77394910 | 2/12/2008 | 3696540 | 10/13/2009 |
| Petlanthropy | 77411376 | 3/3/2008 | 3624223 | 5/19/2009 |
| Social Petworking | 77506222 | 6/24/2008 | 3729349 | 12/22/2009 |
| Pet Wars | 77521610 | 7/14/2008 | 3620784 | 5/12/2009 |
| Zootoo.com Angels | 77537306 | 8/1/2008 | 3641050 | 6/16/2009 |
| Zootoo.com Angels (logo) | 77537318 | 8/1/2008 | 3641051 | 6/16/2009 |
| Zootoo Pet News | 77837364 | 9/29/2009 | 3806123 | 6/22/2010 |
| Zootoo Logo (new) | 85109106 | 8/17/2010 | 3950495 | 4/26/2011 |

Dead U.S. Marks

| Trademark | Serial # | Trademark | Serial # |
|---|----------|-------------------------------------|----------|
| American Shelter Rescue | 77718681 | Every Click Helps a Pet | 77259613 |
| American Shelter Rescue | 77686480 | Zoo Too House Foundation | 77259597 |
| Guessminister | 77676384 | Zoo Too House Foundation | 77259301 |
| Adoption is the Option | 77575803 | Zoo Too House Foundation | 77259266 |
| America's Pet Lovers Choice Awards | 77382447 | Where Pet Lovers Roam Free | 77248683 |
| Zoo Too - A Place for Pet Lovers to Meet Up | 77382434 | Created for pets, Powered by People | 77169850 |
| Zootoo House | 77299311 | Zoo Too Crew | 77146561 |
| Dedicated to Helping Pet Shelters | 77271207 | Zoo Too | 77136475 |
| Competible | 77124925 | Competible | 77124957 |
| Zoo Too House | 77136441 | Empowering People to Help Pets | 77124897 |

ASSIGNED FOREIGN TRADEMARKS

| Country | Trademark | Serial # | Grant Date | Reg. # | Reg. Date |
|---|-----------|----------|------------|--------|------------|
| Canada | ZOO TOO | 1343526 | 4/16/2007 | 777472 | 9/17/2010 |
| International Registration designating Australia, Europe, Japan | ZOO TOO | 922413 | 4/13/2007 | 922413 | 04/13/2007 |

**SCHEDULE 2
ASSIGNED COPYRIGHTS**

Copyright Applications and Registrations:

ZOOTOO ICONS, Vau-1-003, Registered 10/9/07

ZOOTOO ICONS, Vau971-718, Registered 9/5/08

All copyrights to all works whatsoever broadly construed located on the websites operated at the Domain Names Identified on Schedule 3; including, without limitation, all content and rights to third party submissions.

All Code Used In the Operation of The Websites Operated at the Domain Names Identified on Schedule 3.

**SCHEDULE 3
ASSIGNED DOMAIN NAMES**

Network Solutions

| Domain Name | Expiration |
|------------------------------|------------|
| Zootoo.us | 03/20/13 |
| web forwarding - Zootoo.us | 03/20/13 |
| Zootwo.com | 03/25/13 |
| web forwarding - Zootwo.com | 04/03/13 |
| Zoo2.com + Web Forwarding | 05/08/13 |
| Zooto.com + Web Forwarding | 07/17/13 |
| Zootube.com + Web Forwarding | 12/08/13 |

BuyDomainsWithDomainDiscover.com

| Domain Name | Expiration |
|-----------------------------|------------|
| Zootoo.com | 1/6/2013 |
| Zootoo.net | 1/22/2013 |
| web forwarding - zootoo.net | 1/22/2013 |
| Zootoo.org | 1/22/2013 |
| web forwarding - zootoo.org | 1/22/2013 |
| Zootoo.biz | 1/21/2013 |
| web forwarding - zootoo.biz | 1/21/2013 |

Marcarla.com

| Domain Name | Expiration |
|-------------|------------|
| Zootoo.ca | 10/29/2012 |
| Zooto.ca | 11/1/2012 |
| Zootwo.ca | 11/1/2012 |
| Zoo2.ca | 11/1/2012 |

GoDaddy.com

| Domain Name | Expiration |
|-------------|------------|
| Zootoo.co | 7/21/2013 |