

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	After-Acquired Trademark Pledge and Security Agreement (First Supplemental Filing)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VCA Animal Hospitals, Inc.		04/22/2013	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent
<b>Street Address:</b>	1800 Century Park East, Suite 1120
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	national association: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3531572	
Registration Number:	3531570	BRIGHTHEART
Registration Number:	3531571	BRIGHTHEART VETERINARY CENTERS
Registration Number:	3528086	HIGHEST STANDARDS. EXCEPTIONAL CARE. HEA
Registration Number:	3484432	SOUTHPAWS

**CORRESPONDENCE DATA**

Fax Number:

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	048472-0001
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OP \$140.00 3531572

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	04/22/2013
<b>Total Attachments: 6</b> source=VCA Trademark Pledge and Security Agt 4 18 13 (2)#page1.tif source=VCA Trademark Pledge and Security Agt 4 18 13 (2)#page2.tif source=VCA Trademark Pledge and Security Agt 4 18 13 (2)#page3.tif source=VCA Trademark Pledge and Security Agt 4 18 13 (2)#page4.tif source=VCA Trademark Pledge and Security Agt 4 18 13 (2)#page5.tif source=VCA Trademark Pledge and Security Agt 4 18 13 (2)#page6.tif	

AFTER-ACQUIRED TRADEMARK PLEDGE AND SECURITY AGREEMENT  
(FIRST SUPPLEMENTAL FILING)

This AFTER-ACQUIRED TRADEMARK PLEDGE AND SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of April 22, 2013, 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 referred to below).

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. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered 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, the Grantors executed and delivered that certain Trademark Pledge and Security Agreement, dated as of September 1, 2011 (the "Trademark Pledge and Security Agreement"), 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 in the Trademark Pledge and Security Agreement) to secure all of its Obligations.

WHEREAS, the Grantors have acquired additional trademarks registered with the U.S. Patent and Trademark Office, as indicated on Exhibit A attached hereto (the "Additional Marks"), and the Secured Parties and the Grantors desire to amend Schedule 1 of the Trademark Pledge and Security Agreement to include the Additional Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. Schedule 1. Schedule 1 shall be amended to include the Additional Marks. The security interest granted to the Secured Parties under the Trademark Pledge and Security Agreement shall extend to the Additional Marks, and the Additional Marks shall be, and be deemed to be, part of the Trademark Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this After-Acquired Trademark Pledge and Security Agreement to be duly executed and delivered as of the date first written above.

VICAR OPERATING, INC.

By: 

Name: Michael W. Everett

Title: VP & General Counsel

VCA ANIMAL HOSPITALS, INC.

By: 

Name: Michael W. Everett

Title: VP & General Counsel

VETSTREET, INC.


By: 

Name: Michael W. Everett

Title: VP & General Counsel

ACCEPTED AND AGREED  
AS OF THE DATE FIRST  
ABOVE WRITTEN:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: **Michael T. O'Brien**  
**Managing Director**

**Exhibit A**  
**To**  
**After-Acquired Trademark Pledge and Security Agreement**  
**(First Supplemental Filing)**

U.S. Trademarks

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
Vicar Operating, Inc.	ACCUPLEX	77/724970 04/29/09	4142989 05/15/12
Vicar Operating, Inc.	ACUGUARD	85/193912 12/09/10	4192685 08/21/12
Vicar Operating, Inc.	COMBOGUARD	85/323623 05/18/11	4258478 12/11/12
Vicar Operating, Inc.	CSERIES	85/458767 10/28/11	4273199 01/08/13
Vicar Operating, Inc.	ESERIES	85/458755 10/28/11	4197302 08/28/12
Vicar Operating, Inc.	MARK	85/458779 10/28/11	4201245 09/04/12
Vicar Operating, Inc.	ORTHOPLAN	85/458799 10/28/11	4161304 06/19/12
Vicar Operating, Inc.	QUADRIGUARD	85/358593 06/28/11	4269034 01/01/13
Vicar Operating, Inc.	SKINGUARD	85/146021 10/06/10	4168604 07/03/12
Vicar Operating, Inc.	SOUND ASSURANCE	85/458821 10/28/11	4197303 08/28/12
Vicar Operating, Inc.	TOUR	85/454098 10/24/11	4302279 03/12/13
Vicar Operating, Inc.	TRUDR	85/458735 10/28/11	4212870 09/25/12
Vicar Operating, Inc.	tru DR	85/630617 05/21/12	4234225 10/30/12
Vicar Operating, Inc.	VCA ADVANCED VETERINARY CARE CENTER	85/183382 11/23/10	4100032 02/14/12
Vicar Operating, Inc.	VETHICAL	77/702277 03/30/09	4158133 06/12/12
Vicar Operating, Inc.		85/976532 10/06/10	4140414 05/08/12
VCA Animal Hospitals, Inc.		77/063250 12/13/06	3531572 11/11/08

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
VCA Animal Hospitals, Inc.	BRIGHTHEART	77/063242 12/13/06	3531570 11/11/08
VCA Animal Hospitals, Inc.		77/063246 12/13/06	3531571 11/11/08
VCA Animal Hospitals, Inc.	HIGHEST STANDARDS. EXCEPTIONAL CARE. HEALTHIER PETS.	77/063243 12/13/06	3528086 11/04/08
VCA Animal Hospitals, Inc.		77/368787 01/10/08	3484432 08/12/08
VetStreet, Inc.	HEALTHY PET	75/753068 07/16/99	2497287 10/09/01
VetStreet, Inc.	HEALTHY SMILE	78/641184 06/01/05	3231186 04/17/07
VetStreet, Inc.	INFORMED CARE, HEALTHY PETS	76/152155 10/23/00	2805272 01/13/04
VetStreet, Inc.	SHINE FROM THE INSIDE OUT	76/679208 07/09/07	3393875 03/11/08
VetStreet, Inc.	THINKPETS	85/024282 04/27/10	3963413 05/17/11
VetStreet, Inc.	THINKPETS	85/024296 04/27/10	3959611 05/10/11
VetStreet, Inc.		85/120140 08/31/10	4097833 02/14/12
VetStreet, Inc.	VETSUITE	85/842321 02/06/13	
VetStreet, Inc.	ZOASIS	76/233555 03/30/01	2795409 12/16/03
VetStreet, Inc.	ZOASIS	76/089998 07/13/00	2843388 05/18/04