

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
PETMD, INC.	FORMERLY Pet360, Inc.	07/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4222503	PET MD
Registration Number:	4113873	PETMD
Registration Number:	3616013	
Registration Number:	3697864	MY DOG HAS MORE FRIENDS THAN YOU
Registration Number:	3635233	BREEDOPEDIA
Registration Number:	3557488	BECAUSE PETS CAN'T TALK
Registration Number:	3925998	PETMD.COM
Registration Number:	3585949	DOGGYSPACE
Registration Number:	4097472	PETMD ESPAÑOL
Serial Number:	85768887	PETMD UNIVERSITY
Serial Number:	85768852	PETMD UNIVERSITY
Serial Number:	85768814	PETMD U
Serial Number:	85768805	PETMD UNIVERSITY

CH \$340.00 4222503

CORRESPONDENCE DATA

Fax Number: 9193541278

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

Phone: 919-314-3086

Email: loandocsdept@square1bank.com

Correspondent Name: Square 1 Bank

Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	07/31/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July , 2013 by and between SQUARE 1 BANK ("*Bank*") and PETMD, INC. (fka Pet360, Inc.), a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated March 4, 2011 (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.


Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

PETMD, INC.


By 
Name Joseph Falkenstein
Title CFO

Address of Grantor:

2250 Hickory Road, Suite 400
Plymouth Meeting, PA 19462

Bank:

Square 1 Bank

By 
Name Jonathan D. Chikowski
Title AVL

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

EXHIBIT A
COPYRIGHTS


Description	Registration Number	Registration Date
All content contained in the websites located at the URLs owned and operated by Grantor and its subsidiaries (none of which are registered with the United States Copyright Office).	N/A	N/A

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
NONE		

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Serial No./Reg. No</u>	<u>Filing Date</u>
PETMD UNIVERSITY	85768887	11/01/12
PETMD UNIVERSITY	85768852	11/01/12
PETMD U	85768814	11/01/12
PETMD UNIVERSITY	85768805	11/01/12
PETMD	4222503	10/09/12
PETMD	4113873	03/20/12
	3616013	05/05/09
MY DOG HAS MORE FRIENDS THAN YOU	3697864	10/20/09
BREEDOPEDIA	3635233	06/09/09
BECAUSE PETS CAN'T TALK	3557488	01/06/09
PETMD.COM	3925998	03/01/11
DOGGYSPACE	3585949	03/10/09
PETMD ESPANOL	4097472	07/09/08
PETMD	1564081 Canada	2/14/12
PETMD.COM	1563965 Canada	2/14/12
PETMD ESPANOL	1563989 Canada	2/14/12
PETMD Design	1564083 Canada	2/14/12
Breedopedia	1563744 Canada	2/14/12
Because Pets Can't Talk	1563744 Canada	2/14/12