

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Only Natural Pet Store, LLC		01/31/2014	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pet360, Inc.		
<b>Street Address:</b>	2250 Hickory Road		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Plymouth Meeting		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19462		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4197370	ONLY NATURAL PET	
Registration Number:	4185509	ONLY NATURAL PET STORE	
Registration Number:	3504384	ONLY NATURAL PET STORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2154956600		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	2154956543		
<b>Email:</b>	wcotter@regerlaw.com		
<b>Correspondent Name:</b>	William Cotter, Esq.		
<b>Address Line 1:</b>	2929 Arch Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19104		
<b>NAME OF SUBMITTER:</b>	William Cotter		

OP \$90.00 4197370

**900279670**

**TRADEMARK  
 REEL: 005211 FRAME: 0628**

Signature:	/William Cotter/
Date:	02/07/2014
Total Attachments: 7 source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif source=IP Assignment#page5.tif source=IP Assignment#page6.tif source=IP Assignment#page7.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of this 31st day of January, 2014, is made by Only Natural Pet Store, LLC ("Seller"), a Colorado limited liability company, and Pet360, Inc. ("Purchaser"), a Delaware corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated January 31, 2014 (the "Asset Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in 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 all the Intellectual Property Assets, including without limitation: (a) the assigned U.S. Trademarks listed on Schedule 1 attached hereto, (b) the assigned Copyrights listed on Schedule 2 attached hereto, (c) the assigned Domain Names listed on Schedule 3 attached hereto, and (d) the rights to any registrations of any of the Intellectual Property Assets, the rights to prosecute any applications therefor, the rights to have any registrations issue in the name of Purchaser, the rights to apply for and obtain any renewal of any registrations thereof, the rights to any priorities based on the filing of the aforesaid applications, the rights to sue for past and future infringement thereof, the rights to all works based upon, derived from, or incorporating the Intellectual Property Assets, and the rights to all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Intellectual Property Assets, and the rights in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Intellectual Property Assets.
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 Intellectual Property Assets are 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 Intellectual Property Assets 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.

ONLY NATURAL PET STORE, LLC

By: 

Name: *Megan Bant*

Title: *Board Manager*

AGREED TO AND ACCEPTED:

PET360, INC.

By: \_\_\_\_\_

Name:

Title:

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

ONLY NATURAL PET STORE, LLC

By: \_\_\_\_\_

Name:

Title:

AGREED TO AND ACCEPTED:

PET360, INC.

By: 

Name: Brock Weatherup

Title: CEO



**SCHEDULE 2  
ASSIGNED COPYRIGHTS**

Copyright Applications and Registrations:

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**

Domain Name	Expiration
EASYDEFENSE.TAG.COM	
EASYRAWPETFOOD.COM	
HEALTHYPETJOURNAL.COM	
NATURALFLEACONTROL4PETS.COM	
NATURALFLEACONTROLFORPETS.COM	
NATURALPETCLUB.COM	
NATURALPETDISCOUNT.COM*	
NATURALPETDISCOUNTS.COM	
NATURALPETS.DISCOUNT.COM	
ONLYNATURALBULLYSTICKS.COM	
ONLYNATURALFLEACONTROL.COM	
ONLYNATURALPET.BIZ	
ONLYNATURALPET.COM*	
ONLYNATURALPET.EU	
ONLYNATURALPET.INFO	
ONLYNATURALPET.MOBI	
ONLYNATURALPET.NET	
ONLYNATURALPETCOMMUNITY.COM	
ONLYNATURALPETHEALTH.COM	
ONLYNATURALPETREMEDIES.COM	
ONLYNATURALPETS.COM	
ONLYNATURALPETSTORE.COM	
THENATURALPETCLUB.COM	
* - active	