

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299025

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PET360, INC.	FORMERLY PETFOODDIRECT.COM, INC.	07/01/2013	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4304245	PET360
Registration Number:	4304243	PET360
Registration Number:	3950495	ZOOTOO
Registration Number:	4266760	PETOOLAH
Registration Number:	4216914	PET360
Registration Number:	4197657	PFD REWARDS
Registration Number:	4117356	PETFOODDIRECT.COM
Registration Number:	3214157	PETSTYLE
Registration Number:	3716961	PETSTYLE
Registration Number:	2438675	PETSTYLE.COM
Registration Number:	3600048	ZOOTOO
Registration Number:	3806123	ZOOTOO PET NEWS
Registration Number:	3641051	ZOOTOO.COM ANGELS
Registration Number:	3641050	ZOOTOO.COM ANGELS
Registration Number:	3620784	PET WARS
Registration Number:	3729349	SOCIAL PETWORKING
Registration Number:	3624223	PETLANTHROPY
Registration Number:	3696540	PET LOVERS CHOICE AWARDS TRADEMARK

CH \$865.00 4304245

Property Type	Number	Word Mark
Registration Number:	3702328	BRINGING PET LOVERS TOGETHER
Registration Number:	3702327	A PLACE FOR PET LOVERS
Registration Number:	3565649	ZOOTOO
Registration Number:	3581324	PET PULSE
Registration Number:	3581323	PET PULSE
Registration Number:	3693195	ZOOTOO TV
Registration Number:	3503707	RATE AND REVIEW THE PET WORLD
Registration Number:	3583894	ZOOTOO
Registration Number:	3583892	ZOOTOO HOUSE
Registration Number:	3583853	ZOOTOO HOUSE
Registration Number:	3284468	THE PET PROFESSOR
Registration Number:	2445325	PETFOOD DIRECT
Registration Number:	2445327	PETFOODDIRECT.COM
Serial Number:	85662498	PET PARENTING. SIMPLIFIED.
Serial Number:	85938164	FUZZBALL
Serial Number:	85514199	PETOOLAH

**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 SIGNED:** 03/24/2014

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 1, 2013 by and between SQUARE 1 BANK ("*Bank*") and PET360, INC. (fka PETFOODDIRECT, 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:

PET360, INC.


By   
Name Joseph Falkenstein  
Title CEO

Address of Grantor:

2250 Hickory Road, Suite 400  
Plymouth Meeting, PA 19462

Bank:

Square 1 Bank

By   
Name Robert L. Cannon  
Title Asst

Address of Bank:

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

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
NONE		

**EXHIBIT C**  
**TRADEMARKS**

<u>Description</u>	<u>Serial No./Reg. No</u>	<u>Filing Date</u>
Pet Parenting. Simplified.	85662498	06/27/12
FUZZBALL	85938164	05/21/13
PETOO LAH	85514199	01/11/12
PET360	4304245	01/01/13
PET360	4304243	03/19/13
ZOOTOO	3950496	04/26/11
PETOO LAH	4266760	01/01/13
PET360	4216914	10/02/12
PFD REWARDS	4197657	08/28/12
PETFOODDIRECT. COM	4117356	03/27/12
PETSTYLE	3214157	02/27/07
PETSTYLE	3716961	11/24/09
PETSTYLE.COM	2438675	03/27/01
PET360	1147902 (wipo) China, Japan, EU	03/08/11
ZOO TOO	0922413 (wipo) Australia, Japan, EU	09/09/08
ZOOTOO	3600048	03/31/09
ZOOTOO PET NEWS	3806123	06/22/10
ZOOTOO.COM ANGELS	3641051	06/16/09
ZOOTOO.COM ANGELS	3641050	06/16/09
PET WARS	3620784	05/12/09
SOCIAL PETWORKING	3729349	12/22/09
PETLANTHROPY	3624223	05/19/09
PET LOVERS CHOICE AWARDS	3696540	10/13/09
BRINGING PET LOVERS TOGETHER	3702328	10/27/09
A PLACE FOR PET LOVERS	3702327	10/27/09
ZOOTOO	3565649	01/20/09
PET PULSE	3581324	02/24/09
PET PULSE	3581323	02/24/09
ZOOTOO TV	3693195	10/06/09
RATE AND REVIEW THE PET WORLD	3503707	09/23/08
ZOOTOO	3583894	03/03/09
ZOOTOO HOUSE	3583892	03/03/09
ZOOTOO HOUSE	3583853	03/03/09
THE PET PROFESSOR	3284468	08/28/07
PETFOOD DIRECT	2445325	04/17/01
PETFOODDIRECT.COM	2445327	04/17/01



PET360	906178614 (Brazil)	11/28/12
PETMD	906178886 (Brazil)	4/30/13
PETMD	201317399 (Japan)	3/11/13
PETMD	12541031 (China)	5/7/13
PETMD	011635711 (EU)	3/7/13
Petfooddirect.com	1563742 (Canada)	2/14/12
Petfooddirect (design)	1563964 (Canada)	2/14/12
Pet360 (design)	1564085 (Canada)	2/14/12
Click.Save.Relax!	1563960 (Canada)	2/14/12
Cat and Dog Design	1563959 (Canada)	2/14/12
Petfooddirect	1563743 (Canada)	2/14/12