

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pet Services Holdings, Inc.		08/04/2014	CORPORATION: DELAWARE
Pet Services Operating Corporation		08/04/2014	CORPORATION: DELAWARE
PawsPlus Hospitals, LLC	FORMERLY Vetco Hospitals Corp.	08/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
Vet Wellcare, LLC	FORMERLY Vet Wellcare, Inc.	08/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
Pet Internet Services, LLC	FORMERLY Pet Internet Services, Inc.	08/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
PawsPlus Management, LLC	FORMERLY PawsPlus Management, Inc.	08/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Petco Support Services, LLC		
Street Address:	9125 Rehco Road		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86139538	PETPASS	
CORRESPONDENCE DATA			
Fax Number:	2029555564		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	kimberly.hoover@hklaw.com		
Correspondent Name:	Kimberly Hoover		
Address Line 1:	800 17th Street NW		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Kimberly Hoover, Legal Assistant		
SIGNATURE:	/Kimberly Hoover/		

OP \$40.00 86139538

DATE SIGNED:	08/12/2014
---------------------	------------

Total Attachments: 7

source=Pet Services assignment#page1.tif

source=Pet Services assignment#page2.tif

source=Pet Services assignment#page3.tif

source=Pet Services assignment#page4.tif

source=Pet Services assignment#page5.tif

source=Pet Services assignment#page6.tif

source=Pet Services assignment#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”), effective as of August 4, 2014, by and among Pet Services Holdings, Inc., a Delaware corporation, Pet Services Operating Corporation, a Delaware corporation, PawsPlus Hospitals, LLC, a Delaware limited liability company f/k/a Vetco Hospitals Corp., Vet Wellcare, LLC, a Delaware limited liability company f/k/a Vet Wellcare, Inc., Pet Internet Services, LLC, a Delaware limited liability company f/k/a Pet Internet Services, Inc., PawsPlus Management, LLC, a Delaware limited liability company f/k/a PawsPlus Management, Inc. (collectively, “*Assignor*”), and Petco Support Services, LLC, a California limited liability company (“*Assignee*”).

1. Assignor irrevocably assigns, sells, transfers and conveys to Assignee all right, title and interest, on a worldwide basis, in and to the intellectual property described in **Exhibit I** attached hereto, including, without limitation, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights, and any and all other rights and interests arising out of, in connection with, or in relation thereto, including all associated good will of the business associated therewith and/or symbolized thereby (the “*Property*”). Assignor agrees to execute such additional documents as may be reasonably requested by Assignee to further evidence or perfect the foregoing assignment.

Such assignment includes, without limitation, all rights to causes of action and remedies related to the Property including, without limitation, the right to sue for present or future infringement of rights related to the foregoing; and (3) any and all other rights and interests arising out of, in connection with, or in relation to the Property, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

2. Miscellaneous.

i. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Copies (facsimile, PDF or original) of signatures to this Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

ii. This Agreement is being delivered pursuant to, and is subject to all the terms of, that certain Asset Purchase Agreement, dated as of June 30, 2014, by and among Assignor, Assignee and the other parties named therein (the “*Purchase Agreement*”). Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Purchase Agreement in any manner whatsoever. In the event of any conflict between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall control.

iii. This Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their executors and administrators, successors and assigns, and other legal representatives. This Agreement will not, however, be assignable by Assignor without the prior written consent of the Assignee.

iv. No change or modification of this Agreement will be valid unless the same is in writing and is signed by all parties hereto. No waiver of any provision of this Agreement will be valid unless the same is in writing and is signed by all parties hereto. This Agreement shall be controlled by the laws of the State of Delaware without giving effect to its conflicts of laws principles.

v. Assignor agrees to execute such additional documents as may be reasonably requested by Assignee to further evidence or perfect the foregoing assignment, and to register the transfer of the registered trademark in the records of the US Patent and Trademark Office. Assignor further agrees to take all steps necessary to transfer the ownership and administrative rights in and to the domain name on the records of the domain name registrar to Assignee.

{Signatures on following page.}

The undersigned have executed this **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** as of the date set forth above.

ASSIGNOR:

PET SERVICES HOLDINGS, INC.

By: 

Name: Steve Loose
Title: Chairman of the Board, Vice President
and Assistant Secretary

PET SERVICES OPERATING CORPORATION

By: _____

Name: Craig Niebur
Title: President and Secretary

PAWSPLUS HOSPITALS, LLC

By: _____

Name: Craig Niebur
Title: President and Secretary

VET WELLCARE, LLC

By: _____

Name: Craig Niebur
Title: President and Secretary

PET INTERNET SERVICES, LLC

By: _____

Name: Craig Niebur
Title: President and Secretary

Signatures continue on following page.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

The undersigned have executed this **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** as of the date set forth above.

ASSIGNOR:

PET SERVICES HOLDINGS, INC.

By: _____
Name: Steve Loose
Title: Chairman of the Board, Vice President
and Assistant Secretary

PET SERVICES OPERATING CORPORATION

By: Craig Niebur
Name: Craig Niebur
Title: President and Secretary

PAWSPLUS HOSPITALS, LLC

By: Craig Niebur
Name: Craig Niebur
Title: President and Secretary

VET WELLCARE, LLC

By: Craig Niebur
Name: Craig Niebur
Title: President and Secretary


PET INTERNET SERVICES, LLC

By: Craig Niebur
Name: Craig Niebur
Title: President and Secretary

Signatures continue on following page.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

PAWSPLUS MANAGEMENT, LLC

By: 
Name: Craig Niebur
Title: President and Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005342 FRAME: 0063

ASSIGNEE:

PETCO SUPPORT SERVICES, LLC

By: *Patricia A. Ward*
Name: Patricia A. Ward
Title: President


[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005342 FRAME: 0064

EXHIBIT I

DESCRIPTION OF INTELLECTUAL PROPERTY

- Vetcoclinics.com domain name, the website accessible thereby (including all content therein, other than the photographs appearing on such website and the Google Maps interface, which Sellers have a right to use), and all Intellectual Property rights therein assigned to PSOC pursuant to that certain Confirmatory Assignment of Intellectual Property, dated June 16, 2014, by and between Pet Services Operating Corporation d/b/a PawsPlus and atLarge, Inc.
- petcoclinics.com, vetcomobileclinics.com and vetcoatpetco.com domain names
- Rights to use the Vetco Clinics Affordable Pet Healthcare Facebook page.
- The telephone number 1-877-VET-SHOTS.
- Trademarks:

U.S. Trademark Serial No.	U.S. Trademark Registration No.	Mark	Owner
86/139,538	Pending		Pet Services Operating Corporation

#31321400_v2