

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361020

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PETNET INC.		10/25/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGILITY CAPITAL II, LLC		
<b>Street Address:</b>	812 Anacapa Street, Suite A		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86342723	PETNETIO SMARTFEEDER	
<b>Serial Number:</b>	86338853	PETNETIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 Middlefield Rd., #215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	4-1021		
<b>NAME OF SUBMITTER:</b>	PATTY CHENG		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	11/03/2015		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of October 25, 2015 by and between **AGILITY CAPITAL II, LLC**, a California limited liability company ("**Lender**") and **PETNET INC.**, a Delaware corporation ("**Grantor**").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor dated on or about the date hereof and as amended from time to time (the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired, including all of its intellectual property.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

[SIGNATURE PAGE FOLLOWS]

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

Address of Grantor:

**PETNET INC.**

1035 S. Grand Avenue, 2<sup>nd</sup> Floor  
Los Angeles, CA 90015

By: Carlos Herrera  
Name: Carlos Herrera (CEO)  
Title: CEO

Address of Lender:

**AGILITY CAPITAL II, LLC**

812 Anacapa Street, Suite A  
Santa Barbara, CA 93101

By: [Signature]  
Name: TERRY CURRAN  
Title: Managing Director

**EXHIBIT A**

**Copyrights**

If None, check this box:

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**

**Patents**

If None, check this box:

<u>Title</u>	<u>Serial No./ Patent Number</u>	<u>Application Date/ Issue Date</u>
A method to estimate calories burned by a dog or cat based on their activity level or specific activity and to use the estimate to determine proper feeding amounts.	62/033,193	08/05/2014
A method and algorithm to recommend pet food for a pet based on rotating proteins and carbohydrates.	62/036,889	08/13/2014
A system for the independent or simultaneous remote control of pet appliances via web enabled devices such as smartphones, tablets, or desktops.	62/020,719	07/09/2014
A system for learning the food consumption behaviors and trends of a cat or a dog.	62/023,029	07/14/2014
A system for transitioning the feeding regimen of a cat or a dog from one regimen to another.	62/023,953	07/16/2014

**EXHIBIT C**

**Trademarks**

If None, check this box:

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
PETNETIO SMARTFEEDER	86342723	July 21, 2014
PETNETIO	86338853	July 16, 2014