

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Pet Palace Enterprises, LLC		12/28/2012	LIMITED LIABILITY COMPANY:
FullOn LLC		12/28/2012	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Huntington National Bank		
<b>Street Address:</b>	41 South High Street		
<b>Internal Address:</b>	HC 0820		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3541989	PET PALACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3176322962		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	bvoight@beneschlaw.com		
<b>Correspondent Name:</b>	Brandt R. Voight		
<b>Address Line 1:</b>	One American Square		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46282		
<b>ATTORNEY DOCKET NUMBER:</b>	68766-20		
<b>NAME OF SUBMITTER:</b>	Brandt R. Voight		

OP \$40.00 3541989

**900243054**

**TRADEMARK**  
**REEL: 004934 FRAME: 0861**

Signature:	/Brandt R. Voight/
Date:	01/03/2013
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made as of the 28th day of December, 2012, among the grantors listed on the signature page hereof (each a “**Grantor**” and collectively the “**Grantors**”), and THE HUNTINGTON NATIONAL BANK (the “**Bank**”).

### RECITALS

WHEREAS, pursuant to that Credit Agreement dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “**Credit Agreement**”) by and among Grantors and the Bank, the Bank is willing to make certain financial accommodations available to the Grantors pursuant to the terms and conditions thereof; and

WHEREAS, the Bank is willing to make the financial accommodations to the Borrowers (as defined in the Credit Agreement) as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors execute and deliver that certain Security Agreement, for the benefit of the Bank (including all annexes, exhibits or schedules thereto, as amended, restated or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Bank this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

### SECTION 1. DEFINED TERMS.

(a) “**Trademarks**” means all of the following now owned or hereafter adopted or acquired by Grantor in the United States, any state or territory thereof, or any other country or any political subdivision thereof: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), including any common law rights; (b) all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (c) all reissues, extensions or renewals thereof; (d) all goodwill associated with or symbolized by any of the foregoing; and (e) all rights in or to any of the foregoing.

(b) “**Trademark License**” means rights under any written agreement now owned or hereafter acquired by a Grantor granting any right to use any Trademark.

(b) All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Bank, a continuing first priority security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or any one of them, to the Bank.

SECTION 4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice to Bank with respect to any such new Trademarks or renewal or extension of any Trademark registration pursuant to the terms of the Security Agreement. Without limiting Grantors’ obligations under this Section 5, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of a Grantor; provided that Bank shall give notice of such amendment to Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or

detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

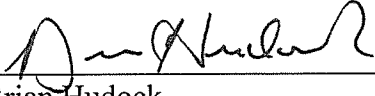
SECTION 6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

SECTION 7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any person or entity shall be construed to include such person's or entity's successors and assigns.

[The remainder of this page is intentionally left blank.]

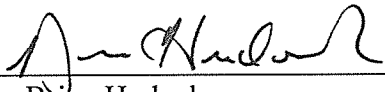
IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PET PALACE ENTERPRISES, LLC

By:   
Name: Brian Hudock  
Title: President and Chief Executive Officer

FULLON LLC

By: Pet Palace Enterprises, LLC  
Its Sole Member

By:   
Name: Brian Hudock  
Title: President and Chief Executive Officer

**BANK:**

THE HUNTINGTON NATIONAL BANK, as Lender

By: *Beth A. Alloway*  
Name: Beth A. Alloway  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Registrant</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No./Date</u>
Pet Palace Enterprises, LLC	PET PALACE (& Design)	United States	3541989 2-Dec-2008

Trademark Applications

None

Trademark Licenses

None