

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUPANION, INC.	FORMERLY VET INSURANCE INTERNATIONAL, INC.	12/19/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85842462	TRUPANION	
Serial Number:	85860276	TRUPANION	
Serial Number:	85860275	TRUPANION	
Serial Number:	85846171	TRUPANION EXPRESS	
Serial Number:	85540466	CLAIMS EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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>			
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:	/Lee Conner-adb/		

CH \$140.00 85842462

DATE SIGNED:	01/28/2015
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Total Attachments: 6

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- source=Trupanion Inc - 2nd AR Intellectual Property Security Agreement 12-19-14-signed#page2.tif
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**SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of December 19, 2014 by and between SQUARE 1 BANK ("*Bank*") and TRUPANION, INC. f/k/a VETINSURANCE INTERNATIONAL, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank and Grantor have entered into that certain Amended and Restated Intellectual Property Security Agreement dated August 24, 2012. This Amended and Restated Intellectual Property Security Agreement amends and restates such Intellectual Property Security Agreement in its entirety

B. Bank has agreed to make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of August 24, 2012 (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).

C. Bank is willing to make advances of money to Grantor as set forth in the Loan Agreement, but only upon 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.

D. 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 its 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 Collateral (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.

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 in connection to which Grantor has registered or filed an application 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 Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

907 NW Ballard Way
Seattle, WA 98107

TRUPANION, INC.

f/k/a ~~Vet~~Insurance International, Inc.

By: _____

Name: Darryl Rawlings

Title: President and CEO

BANK:

Address of Bank:

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

SQUARE 1 BANK

By: _____

Name: Michael Fulton

Title: AVP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B
PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
PET INSURANCE SYSTEM AND METHOD	20140278551	09/18/2014

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Trupanion	85842462	02/06/2013
Trupanion	85860276	2/26/2013
Trupanion	85860275	2/26/2013
Trupanion Express	85846171	2/11/2013
Claims Express	85540466	2/12/2013
Trupanion Pet Insurance Made Easy.	77578569	9/25/2008
Pet Insurance Made Easy	77309651	10/22/2007
Trupanion	77244499	8/01/2007