

09-21-1999

TRADEMARKS



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents

101149373

1. Name of conveying party(ies):

IFCO ENTERPRISES, INC.

- Individual(s)
- General Partnership
- Corporation-DE
- Other

- Assoc
- Limite

09-13-1999

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #31

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: IFCO ENTERPRISES, INC.

Internal Address:

Street Address: 355 Phoenixville Pike

City: Malvern State: PA ZIP: 19355

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation of PENNSYLVANIA
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date March 27, 1999

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE REGISTRATION NOS. AND APPLICATION NOS. ON EXHIBIT "A" ATTACHED HERETO

Additional Application/Registration Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ROGER W. HERRELL

Address: DANN, DORFMAN, HERRELL AND SKILLMAN, P.C.

1601 Market Street, Suite 720

Philadelphia, Pennsylvania 19103-2307

Telephone: (215) 563-4100

Facsimile: (215) 563-4044

6. Total number of applications and registrations involved:.....

54

7. Total Fee (37 CFR 3.41).....\$ 1365.00

- Enclosed
- Authorized to be charged to deposit account

8. In the event a fee is required and is not enclosed, or the check enclosed is improper, or the fee calculation is in error, the Commissioner is authorized to charge any underpayment or credit any overpayment to the account of the undersigned attorneys.

Deposit Account Number: 04-1406

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

ROGER W. HERRELL

Name of Attorney Signing

Signature of Attorney

September 9, 1999

Date

9/20/1999 DNGUYEN 00000395 2075481

Total number of pages including cover sheet, attachments and document: 5

1 FC:481 40.00 OP
2 FC:482 1325.00 OP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

**TRADEMARKS IN THE NAME OF
INVISIBLE FENCE COMPANY, INC.
A DELAWARE CORPORATION**

REGISTERED MARKS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ALWAYS THERE...FOR THE LIFE OF YOUR PET	2,075,481	07/01/97
BREAK ALERT	2,087,416	08/12/97
COMPUTER-COLLAR	1,974,162	05/14/96
DEER GO. DOGS STAY. CROPS GROW. PROFITS SOAR.	2,116,631	11/25/97
DOG AND DEER DESIGN	2,118,263	12/02/97
IF INVISIBLE FENCING & DESIGN	2,088,967	08/19/97
IF INVISIBLE FENCING & DESIGN	1,657,246	09/17/91
INBOUNDS	1,650,004	07/09/91
INDE-PET	1,811,929	12/21/93
INVISIBLE	1,765,230	04/13/93
INVISIBLE BARRIER	1,695,218	06/16/92
INVISIBLE BOUNDARY	1,687,015	05/12/92
INVISIBLE FENCE	1,600,470	06/12/90
INVISIBLE FENCE KNUCKLES & DESIGN	2,007,757	10/15/96
INVISIBLE FENCING	1,371,021	11/19/85
INVISIBLE MASK	1,966,900	04/09/96
INVISIBLE POWER	1,849,121	08/09/94
OFF-LIMITS	1,624,577	11/27/90
PET CENTRAL	2,027,880	12/31/96
PET KEEPER	2,226,580	02/23/99
POWER CAP	1,931,082	10/31/95
PREMIUM DOG MANAGEMENT	2,003,355	09/24/96
RUNNING DOGS DESIGN	1,982,325	06/25/96
SAFE DOG	1,865,194	11/29/94
SHARING THE RESPONSIBILITY FOR YOUR PETS WELL-BEING	1,784,764	07/27/93
SOFTWEAR	1,977,202	05/28/96
SQUIRREL STINGER	2,163,429	06/09/98
SUPERDOG	1,980,989	06/18/96
THE FENCE THAT MAKES SENSE	1,593,951	05/01/90
THE VISIBLE DIFFERENCE	2,030,017	01/14/97
WILDBILLS	2,077,363	07/08/97
YOUR NEIGHBORHOOD PET CONTAINMENT PROFESSIONALS	1,931,975	10/31/95

PENDING APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
CAT AVOIDANCE TRAINING SYSTEM & DESIGN	75/712,685	05/24/99
DOG BELL	75/488,396	05/20/98
IFCO	75/389,712	11/13/97
IN-HOME	75/439,823	02/24/98
INFENCE	75/565,067	10/16/98
INVISIBLE FENCE AND DOG DESIGN	75/704,467	05/11/99
INVISIBLE FENCE BRAND YOUR DOG	75/715,983	05/24/99
INVISIBLE FENCING CELEBRATING...	75/455,194	03/23/98
INVISIBLE FENCING CELEBRATING	75/454,937	03/23/98
INVISIBLE FENCING DOGS' LIFE	75/581,151	11/02/98
INVISIBLE GATE	75/688,567	04/21/99
INVISIBLE SENTRY	75/467,637	04/14/98
MISCELLANEOUS CATS DESIGN	75/492,269	05/28/98
PREMIUM PET MANAGEMENT	75/492,168	05/28/98
PRO DOG	75/321,917	07/09/97
PROJECT PETA SAVE	75/475,516	04/28/98
PROTECTING PETS SINCE 1973	75/492,268	05/28/98
ROOM KEEPER	75/491,854	05/28/98
SECURE DOG	75/479,409	05/04/98
THE ONE-AND-ONLY, ORIGINAL, PET-SAFETY SYSTEM	75/491,851	05/28/98
WATER DOG	75/488,401	05/20/98
YOUR DOG SAFE AT HOME	75/606,734	12/16/98

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment is made as of the 27th day of March, 1999, by and between **IFCO ENTERPRISES, INC.**, a corporation of the State of Delaware (hereinafter referred to as "ASSIGNOR"), and **IFCO ENTERPRISES, INC.**, a corporation of the Commonwealth of Pennsylvania (hereinafter referred to as "ASSIGNEE");

WHEREAS, ASSIGNOR owned certain assets including the entire right, title and interest in and to certain trademarks, as set forth in EXHIBIT A attached hereto (hereinafter referred to as "THE TRADEMARKS");

WHEREAS, on March 27, 1999, ASSIGNOR did assign and transfer to ASSIGNEE, its successors and assigns, certain assets including the entire right, title and interest in and to THE TRADEMARKS, together with the goodwill of the business symbolized by THE TRADEMARKS; and

WHEREAS, it is desired to confirm the aforesaid assignment and transfer of THE TRADEMARKS and the goodwill of the business symbolized by THE TRADEMARKS;

NOW, THEREFORE, THIS IS TO WITNESS that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has assigned and transferred and does hereby confirm the assignment and transfer unto ASSIGNEE, its successors and assigns, of the entire right, title and interest in and to THE TRADEMARKS, as set forth in EXHIBIT A, together with all of the goodwill of the business of ASSIGNOR symbolized by THE TRADEMARKS and represented thereby, and the right to recover for and receive all damages, benefits, profits and other relief by reason of past or future infringement of THE TRADEMARKS, with the right to sue for and collect the same.

ASSIGNOR have agreed to execute any and all additional documents, instruments, or assignments necessary to effectuate the purpose of this Confirmatory Assignment and to carry this Assignment into full force and effect.

IN WITNESS WHEREOF, this Assignment of THE TRADEMARKS has been made effective as of the day and year first above written.

IFCO ENTERPRISES, INC.
a Delaware corporation

BY: *Richard D. Mellinger*
RICHARD D. MELLINGER
President

TRADEMARK
REEL: 001958 FRAME: 0628

EXHIBIT "A"