

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant/Registrant: VETERINARY CONCEPTS, INC.

Mark: SQUEEZE-JET

Registration No.: 1,232,785

Date Registered: Mar. 29, 1983

POWER OF ATTORNEY

Assistant Commissioner For Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Dear Sir:

Applicant hereby revokes all prior powers of attorney, if any, and appoints **Joel D. Skinner, Jr.** and **Carol Nolan Skinner** of **Skinner and Associates** as its attorneys in the above-entitled application, with full power of substitution, association, and revocation, to transact all business in the U.S. Patent and Trademark Office connected therewith.

Please direct all correspondence to the following Correspondence Address:

Skinner and Associates
212 Commercial Street
Hudson, WI 54016

Tel. (715) 386-5300
FAX (715) 386-6177

APPLICANT/REGISTRANT

VETERINARY CONCEPTS, INC.

By


Dr. Mark Anderson

Date:


2001

ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT ("Agreement") is entered into as of the 13th day of September, 2003 by and between Veterinary Concepts, Inc., a Wisconsin corporation, having its principal place of business at 303 South McKay Avenue, Spring Valley, Wisconsin 54767 ("Assignor"), and Mark L. Anderson, an individual, having his principal place of business at 303 South McKay Avenue, Spring Valley, Wisconsin 54767 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used and is using the marks listed in Schedule A hereto;

WHEREAS, Assignor has registrations for the marks or applications therefor, as listed in Schedule A;

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to said marks listed in Schedule A, and any and all registrations and applications for registrations pertaining to such marks, together with the goodwill of the business in connection with which said marks are used and which is symbolized by said marks; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee do hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "The mark", "said mark", "mark" and "marks" shall mean any and all marks listed in Schedule A.

2. Assignment of Rights. Assignor hereby assigns, sells and transfers unto Assignee all right, title and interest in and to said marks and any and all registrations and applications for registration therefor, together with the good will of the business in connection with which said marks are used and which is symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof;

3. Consideration for Assignment. Assignee shall pay Assignor the sum of One and No/100 Dollars (\$1.00).

4. Agreement to Perform Necessary Future Acts. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments and to

perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to said marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor

5. Notices. Any and all notices and other communications required to be given under this Agreement will be in writing and will be properly addressed as follows:

If to Assignor:

VETERINARY CONCEPTS, INC.
303 South McKay Avenue
Spring Valley, WI 54767

If to Assignee:

Dr. Mark L. Anderson
303 South McKay Avenue
Spring Valley, WI 54767

Unless otherwise provided herein, all notices which are served personally on the party to whom notice is to be given will be deemed to have been duly given on the date of service and all notices which are mailed by certified mail, return receipt requested, and are properly addressed, will be deemed to have been given on the third day after mailing.

6. Amendment. This Agreement may not be amended, modified or altered except by written instrument duly executed by both of the parties hereto, except as otherwise provided herein.

7. No Waiver. No failure or delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

8. Severability. If a court of competent jurisdiction makes a final determination that any provision of this agreement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has expired:

- (a) The validity, legality and enforceability of the remaining provision of this Agreement will not in any way be affected or impaired thereby; and
- (b) To the fullest extent possible, the provisions of this Agreement will be construed as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

9. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

10. Governing Law and Dispute Resolution. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Any and all actions arising under this Agreement will be filed and maintained only in a state or federal court of competent jurisdiction sitting in the State of Wisconsin, and the parties hereby consent to the jurisdiction and venue of such courts solely for the propose of resolution of any such dispute.

11. Headings. The subject headings of the sections of this Agreement are for convenience only, and will not affect the construction or interpretation of any of its provisions.

12. Incorporation By Reference. Any and all appendixes, schedules, exhibits and other documents which are attached to and referred to in this Agreement are incorporated herein and made a part hereof by reference.

13. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and will be deemed to supersede all prior and contemporaneous agreements, representations and understandings whether written or oral, and the same will be deemed to have been merged into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above-written.


ASSIGNOR

VETERINARY CONCEPTS, INC.

By: 

Title: President

ASSIGNEE


Mark L. Anderson, Individually

Corporate Acknowledgment Form

STATE OF WISCONSIN)
) ss.:
COUNTY OF Pierce Co.)

On this 13th day of September, 200^a1, before me personally came Mark L. Anderson to me known, who being by me duly sworn did depose and say that he is the President of VETERINARY CONCEPTS, INC. the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Sharon K. Vandenberg
Notary Public

Individual Acknowledgment Form

STATE OF Wisconsin)
) ss.:
COUNTY OF Pierce)

On this 13th day of September, 200^a1, before me personally came DR. MARK L. ANDERSON to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.

Sharon K. Vandenberg
Notary Public

SCHEDULE A

REGISTERED MARKS:

Mark	Status	Registration No	Registration Date
VCI	Registered	1204578	1982-08-10
SEAL-TITE	Registered	1185400	1982-01-12
SQUEEZE-JET	Registered	1232785	1983-03-29
VETERINARY CONCEPTS (Stylized)	Registered	1295887	1984-09-18