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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Anthony D. Shipp d.b.a. Dr. Shipp's Laboratories

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: December 3, 2002

2. Name and address of receiving party(ies)

Name: Mark L. Anderson

Internal Address: _____

Street Address: 305 South MacKay

City: Spring Valley State: WI Zip: 54767

- Individual(s) citizenship USA
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,209,599

Additional number(s) attached Yes No

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

Name: Carol N. Skinner

Internal Address: SKINNER AND ASSOCIATES

Street Address: 212 Commercial Street

City: Hudson State: WI Zip: 54016

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2381

(Attach duplicate copy of this page if paying by deposit account)

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.

Joel D. Skinner
Name of Person Signing

Signature

February 19, 2003
Date

Total number of pages including cover sheet, attachments, and document: 7

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002686 FRAME: 0887

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant/Registrant: Mark L. Anderson
Mark: APPLI-COMB
Registration No.: 1,209,599
Date Registered: Sep 21, 1982

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:

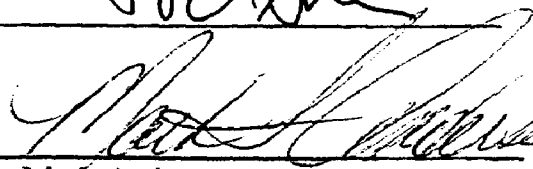
Skinner and Associates
212 Commercial Street
Hudson, WI 54016

Tel. (715) 386-5800
FAX (715) 386-6177

APPLICANT/REGISTRANT



By



Date:



,2001

Dr. Mark Anderson

PURCHASE AGREEMENT

This Purchase Agreement is made and entered into as of the 3rd day of DEC., 2002, by and between Mark L. Anderson, having principal business address of 305 South McKay, Spring Valley, Wisconsin 54767 "Buyer" and Dr. Shipp's Laboratories, Inc., a California corporation, with respective address of 351 N. Foothill Rd., Beverly Hills, California 90210, said corporate entity being a California corporate entity, herein referred to as "Seller."

Dr. Anthony Shipp, a/k/a Dr. Tony Shipp, joins in this Purchase Agreement for the sole and restricted purpose of agreeing to personally be subject to the terms of any and all non-compete terms herein described and, further, for the purpose of agreeing to that "product assistance" hereinafter referred to.

WITNESSETH:

The undersigned, Buyer and Seller(s), understand, represent, state and agree as follows:

Seller wishes to sell, and Buyer wishes to buy-purchase assets belonging to Seller(s) related in any fashion to that corporate entity known and referred to as Dr. Shipp's Laboratories, Inc., a California corporation. Said assets so intended to be sold by Seller and purchased by Buyer under the terms hereof include all physical assets belonging to Seller(s) attributable to Sellers' ongoing business known as Dr. Shipp's Laboratories, Inc. listed below herein.

Inventory existing as of the date of the signing of this Agreement, all as listed on the attached "Exhibit A," said inventory being hereby acknowledged and accepted by Buyer "as-is" and without recourse.

Any and all mailing lists belonging to Seller or to which Seller has access.

Any and all information, listings, databases or information regarding or relating to manufacturers and/or suppliers' listings.

Any molds or masters according to list "A" that Seller owns or has rights to.

The molds or masters transferred under the terms hereof, either belong to Dr. Shipp's Laboratories or are available to Dr. Shipp's Laboratories according to the individual manufacturer's agreements (see Exhibit "D").

Any and all internet website interests for Dr. Shipp's Laboratories, whether ownership or otherwise.

Any and all e-mail addresses for Dr. Shipp's Laboratories and sites in which Seller may have an interest, whether ownership or otherwise.

 MA

WHEREAS, Buyer and Seller(s) wish to enter into the sale of said assets and interests.

NOW, THEREFORE, in consideration of the respective representations, terms, warranties, covenants and agreements as hereinbefore and hereinafter contained, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, in its entirety, the parties hereto, and each of them, agree as follows:

ARTICLE I

1. Buyer herein desires to purchase from Seller, and Seller desires to sell to Buyer, any and all stock of whatever kind or nature attributable to that corporate entity known as Dr. Shipp's Laboratories, Inc., a California corporation. For clarification purposes, upon the signing of this Agreement and the payment of monies called for under the terms hereof, Seller agrees to convey over unto Buyer, not only all legal and equitable interests in that corporate entity known as Dr. Shipp's Laboratories, Inc., but in addition thereto, all corporate assets listed in Exhibit A attached hereto.

NON-COMPETE, CONSULTING AND STOCK PURCHASE AGREEMENT

The purchase price shall be the sum of \$255,000.00, payable upon the execution of this agreement.

Dr. Anthony (a/k/a Tony) Shipp consents and agrees to provide Buyer with miscellaneous product assistance as Buyer may deem necessary from time to time for a period of time equal to 6 months subsequent to the signing of this Agreement, however such time commitment shall not exceed 4 hours/week.

Anthony Shipp, a/k/a Tony Shipp, Seller hereunder, agrees not to re-establish, reopen, participate in or provide guidance with respect to any business, trade, or occupation similar to the business being hereby sold, or in any manner to become interested, directly or indirectly, either as an employee, owner, partner, agent, stockholder, director, officer, or otherwise, in any business, trade, occupation or endeavor within the United States for a period of five years from the last date of signing by the parties hereto.

For clarification purposes, the purchase price for that corporate entity and related assets being purchased under the terms hereof is intended to include the purchase of said assets by Buyer and those non-compete provisions as hereinbefore stated.

ARTICLE II

ACQUISITION AND REMOVAL OF CORPORATE ASSETS

Buyer shall, within _____ days of the closing of this Agreement and the payment of those sums of money as required under the terms hereof for purposes of purchasing the corporate assets as described herein and all assets acquired under the terms of this Agreement, and shall relocate said assets at a location suitable and acceptable to Buyer and at Buyer's expense. Dr. Tony Shipp agrees to assist in the orderly transfer and moving of said assets so as to enable Buyer to comply with such removal within the time period stated.

 M/A

ARTICLE III

REPRESENTATIONS

1. Seller represents to Buyer that all molds and masters of the aforementioned models (see list "A") either belong to Dr. Shipp's Laboratories or are available to Dr. Shipp's Laboratories according to those individual manufacturer's agreements. (See Exhibit "D")

Any transference of molds, masters or other related items shall be at the Buyer's expense.

2. Seller represents to Buyer that all ten (10) (see Exhibit "B") copyrights and the trademark for Dr. Shipp's Laboratories in which Seller has an interest are current and have been properly maintained and that documentation with respect thereto shall be provided Buyer by Seller at the time of closing. Further, Seller represents to Buyer that any and all fees, expenses and payments attributable with respect thereto are current and paid and that all interests therein are transferred hereunder to Buyer. For clarification purposes, the assets of Seller which are intended to be transferred to Buyer under the terms hereof include, all ten (10) copyright interests (see Exhibit "B") and the trademark for Dr. Shipp's Laboratories interest in which Sellers has an interest, whether ownership or otherwise.

3. Seller represents to Buyer that "inventory" will be transferred to Buyer "as-is" as of the date of closing upon this Agreement and signing by Buyer and Seller.

4. Seller represents to Buyer that the internet website and the e-mail address for Dr. Shipp's Laboratories, as well as access abilities related thereto, shall be transferred without interruption to Buyer or Buyer's designated agent and/or representative as of the date of closing. Seller agrees to assist Buyer in such internet interest transfers to the extent necessary to adequately complete and accomplish such transfers.

5. Seller agrees to transfer to Buyer the corporate entity, as well as all of its assets, of whatever kind or nature, in an immediate fashion so as to avoid the interruption of any business processes or interests of that corporate entity as hereinbefore referred to. Further, Seller agrees to assist in such transfer to any extent deemed necessary by Buyer so as to accomplish such transfers in orderly and timely fashion.

ARTICLE IV

MISCELLANEOUS

Seller agrees to timely disclose any and all information, arrangements, interests and arrangements of whatever kind or nature in which the corporate entity known as Dr. Shipp's Laboratories, Inc. may have with respect to vendors, contract manufacturers or purchasers with regard to volume pricing considerations, changes of radical impact on the supply of components from or manufacturer's instability, special volume pricing to OEM accounts, and other business interests of whatever kind or nature that Dr. Shipp's Laboratories, Inc. may have so as to adequately and properly enable the ongoing and uninterrupted business interests and pursuits of that corporate entity and interests therein being transferred under the terms of this Agreement.


TRADEMARK

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Buyer herein covenants and agrees that it shall not, for a period of five years subsequent to the last date of signing of this agreement, sell, convey, give or grant to any person or third party the name "Dr. Shipp's Laboratories, Inc."

ARTICLE V

REPRESENTATION OF AUTHORITY

Dr. Tony Shipp, through the execution of this Agreement, represents, states and warrants to Buyer that he has the authority to act on behalf of that corporate entity known as Dr. Shipp's Laboratories, Inc., all for the purpose of legally binding Seller to the terms of this Agreement, and further represents and warrants that no other person is required to sign this Agreement for purpose of obligating the parties hereto to those obligations of the undersigned with respect to the transfer of those interests and assets intended under the terms hereof.

ARTICLE VI

MISCELLANEOUS PROVISIONS

The terms and provisions contained herein pertain only to the business entity and corporate entity known as "Dr. Shipp's Laboratories, Inc.," a California corporation, and to no other entity, individual or entities, nor to Dr. Anthony Shipp personally or to Dr. Shipp's Animal Hospital.

Dr. Anthony Shipp, a/k/a Tony Shipp, shall have the right to purchase any product from Buyer for the next five (5) years, and it is agreed by and between the parties hereto that, at the time any balance payable for such product is to be paid it shall be done so at product cost, plus 5%, plus shipping.


Buyer shall hold Seller harmless from any claim or lawsuit brought by any third party for any reason during the time that Buyer uses the name or trade name of "Shipp" in any manner or form, whatsoever. This indemnification shall include, but not necessarily be limited to, all attorney's fees and related dispute costs that Seller may incur in relation thereto.

Buyer cannot sell Dr. Shipp's Laboratories' name to another party without written permission from Dr. Shipp, or his heirs.

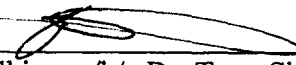
Should any litigation or any action at law be brought by either party to enforce the terms of this Agreement, it is agreed that, jurisdiction shall be the Superior Court of the County of Los Angeles, State of California.


Dated this 3rd day of December, 2002.


Dr. Shipp's Laboratories, Inc., by
Anthony Shipp, a/k/a Tony Shipp duly
authorized representative and agent
Seller

Dated this 3rd day of December, 2002.


Dr. Anthony Shipp, a/k/a Dr. Tony Shipp
Personally

Dated this 2nd day of Dec, 2002.


Mark L. Anderson
Bayer