

04-11-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

102416242

Tab settings

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

1. Name of conveying party(ies):

CapEx, L.P.

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

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

2. Name and address of receiving party(ies)

Name: Pet Appeal, Inc.

Internal Address: Building B

Street Address: 14340 S.E. Industrial Way

City: Clackamas State: OR Zip: 97015

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 23, 2002

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

A. Trademark Application No.(s)

76/224,059

B. Trademark Registration No.(s)

2,592,762 2,489,042 2,427,557

Additional number(s) attached Yes No

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

Name: Joseph J. Serritella, Esquire

Internal Address: Pepper Hamilton LLP

3000 Two Logan Square

Street Address: Eighteenth and Arch Streets

City: Philadelphia State: PA Zip: 19103-2799

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed Authorized to be charged to deposit account (any additional necessary charges)

8. Deposit account number:

16-1322

(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.

Joseph J. Serritella

Name of Person Signing

Signature

April 7, 2003

Date

5

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

04/10/2003 BYRNE 00000166 76224059

01 FC:0521 02 FC:0522

40.00 UP 75.00 OP

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

TRADEMARK REEL: 002709 FRAME: 0629

TRADEMARK ASSIGNMENT

This Assignment is made effective as of the 23rd day of September 2002 by CapEx, L.P., a Delaware limited partnership ("Assignor"), for the benefit of Pet Appeal, Inc., an Oregon corporation ("Assignee").

WHEREAS, Assignor, by virtue of a certain trademark security agreement and a surrender of assets agreement, is the owner of the trademarks described in Schedule 1 ("Trademarks"), the business to which the Trademarks pertain and the goodwill of the business associated therewith;

WHEREAS, pursuant to a Contribution Agreement dated September 23, 2002, between, *inter alia*, Assignor and Assignee, Assignor transferred to Assignee the Trademarks, the portion of the business to which the Trademarks pertain and the goodwill of the business associated therewith; and

WHEREAS, Assignor and Assignee desire to further document such transfer pursuant to this Assignment.

NOW, THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the portion of the business to which they pertain and the goodwill of the business associated therewith and symbolized thereby, and any registrations thereof and applications therefor, including the right to sue for past infringement, if there may be any (collectively, the "Property").

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and as appropriate, the corresponding officials of the several states and of all foreign countries, to record Assignee as the owner of and/or to issue to Assignee in accordance with this instrument all registrations having to do with the Property and all applications for any of the same.

Assignor agrees to cooperate with Assignee in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may, in Assignee's reasonable judgment, be necessary in order to evidence Assignee's ownership of the Property, at the sole expense of Assignee, including, without limitation, completing, executing and filing with the appropriate entity, all documentation necessary to evidence Assignee's ownership of all trademarks listed on Schedule 1.

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Oregon.

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and are for the sole benefit of the parties hereto and their respective successors and permitted assigns. Such covenants and agreements shall not be construed as conferring and are not intended to confer any rights or benefits on any other person.

This Assignment may be executed in two or more counterparts and by facsimile, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Assignment as of the date first above written.

CAPEX, L.P.

By: Jackie M. Hawkey
Name: Jackie M. Hawkey
Title: Principal ; authorized representative
for RBP, LLC

PET APPEAL, INC.

By: _____
Name:
Title:

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and are for the sole benefit of the parties hereto and their respective successors and permitted assigns. Such covenants and agreements shall not be construed as conferring and are not intended to confer any rights or benefits on any other person.

This Assignment may be executed in two or more counterparts and by facsimile, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Assignment as of the date first above written.

CAPEX, L.P.

By: _____
Name:
Title:

PET APPEAL, INC.

By: BLOMO
Name: BRIAN CONNOLLY
Title: PRESIDENT

**SCHEDULE I
TO
TRADEMARK ASSIGNMENT**

<i>Mark</i>	<i>Registration/ Serial Number</i>
HIGH HOPES DELIGHTS	76/224,059
ANIMAL ALL STARS JOIN THE TEAM	2,592,762
HIGH HOPES EVERY SALE GIVES HOPE TO HOMELESS PETS	2,489,042
HIGH HOPES	2,427,557