



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

4-7-03

RECORDED 102416241 TRADEMARKS ONLY

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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):

LifeWorks, L.L.C.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Illinois limited liability company

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

2. Name and address of receiving party(ies)

Name: CapEx, L.P. Internal 17th Floor Address:

Street Address: 518 17th Street

City: Denver State: CO Zip: 80202

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other as of April 17, 2002

Execution Date: March 20, 2003

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

Total number of pages including cover sheet, attachments, and document: 4

04/10/2003 DBYRNE 00000167 76224059

01 FC:8521 02 FC:8522

40.00 DP 75.00 DP

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

TRADEMARK ASSIGNMENT

WHEREAS, LifeWorks, L.L.C., an Illinois limited liability company, having principal offices at 5942 N. Northwest Highway, Second Floor West, Chicago, Illinois 60631 (hereinafter "Assignor"), is the record owner of certain trademarks pending and registered in the U.S. Trademark Office, as defined on Schedule A attached hereto (the "Marks");

WHEREAS, Assignor entered into a certain trademark security agreement (the "Agreement"), dated as of August 10, 2000, with CapEx, L.P., a Delaware limited partnership, with offices at 518 17th Street, 17th Floor, Denver, Colorado 80202 (the "Assignee"), that granted Assignee a security interest in the Marks and wherein Assignor appointed Assignee as its "Attorney-In-Fact" with full irrevocable power and authority to act in its place and stead and in its name for the purpose of carrying out the terms of the Agreement and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Agreement, including, after an Event of Default (as defined in the Agreement), permitting Assignee to maintain, enforce and use the Marks and to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Marks;

WHEREAS, Assignor acknowledged and agreed in a Surrender of Assets Letter dated April 17, 2002 and signed by Assignor (the "Letter") that an Event of Default had occurred;

WHEREAS, Assignor agreed further in the Letter to surrender to Assignee all assets for foreclosure as defined in the Agreement, including the Marks; and

WHEREAS, pursuant to the Agreement and to Assignor's written acknowledgement and agreement that an Event of Default occurred, Assignee hereby exercises the Attorney-in-Fact authority granted to it by Assignor under the terms of the Agreement.

NOW, THEREFORE, for and in consideration of the conditions and terms set forth in the Agreement and the Letter and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor confirms that, by virtue of the Letter, Assignor has surrendered the Marks as part of its Assets to Assignee and Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Marks, the goodwill symbolized thereby, the business associated therewith, which business was ongoing and existing at the time of the assignment, *nunc pro tunc*, as of April 17, 2002.

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 Marks and all applications for any of the same.

Assignor hereby agrees not to use or seek registration of, now or in the future, any trade name, trademark, service mark, domain name or other indicia of origin or source that is colorably similar to, or may create any potential (including, without limitation, a likelihood of) confusion with, the Marks.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has duly executed this Assignment.

CAPEX, L.P., individually and,
as Attorney-In-Fact, on behalf of
LIFEWORCS, L.L.C.

By: John M. Hawkey

Title: Principal of RBP, LLC

Date: 3/20/03

<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