

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
All For Doggies, LLC		08/04/2003	LLC: ILLINOIS

RECEIVING PARTY DATA	
Name:	Best Friends Pet Care, Inc.
Street Address:	520 Main Street
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78211914	ALL FOR DOGGIES

CORRESPONDENCE DATA	
Fax Number:	(888)325-1659
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-975-7505
Email:	colson@edwardsangell.com
Correspondent Name:	Carrie Webb Olson, Esq.
Address Line 1:	301 Tresser Boulevard
Address Line 2:	Edwards & Angell, LLP
Address Line 4:	Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	48973/0003
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NAME OF SUBMITTER:	Carrie Webb Olson
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Total Attachments: 1 source=TM Assisgnment & Sch 1 for All For Doggies, LLC#page1.tif

CH \$40.00 78211914

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of this 4th day of August, 2003.

WHEREAS, All For Doggies, LLC, an Illinois limited liability company ("Assignor"), having its office at 1760 N. Kilbourn Ave., Chicago, Illinois 60639, has adopted, acquired, used and are or were using exclusively in their business the trademark listed on Schedule 1; and

WHEREAS, Best Friends Pet Care, Inc., a Delaware corporation ("Assignee"), having an address at 520 Main Street, Norwalk, Connecticut 06851, is desirous of acquiring all right, title and interest in and to said trademark and all goodwill attendant therewith;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns all of its right, title and interest in and to the trademark listed on Schedule 1, together with all the goodwill of the business symbolized by said mark, and together with the right to sue and collect damages and/or profits for past infringements of said marks, the intent hereof being to substitute Assignee in the place of Assignor. Assignee is a successor to the business of the Assignee, or portion thereof, to which the trademark listed on Schedule 1 pertains.

ASSIGNOR:

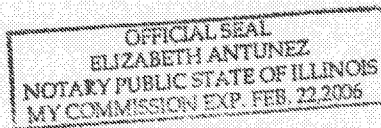
ALL FOR DOGGIES, LLC

By: [Signature]
Daniel Rubenstein
Member

STATE OF Illinois }
COUNTY OF Cook } ss

On this 4th day of August, 2003, before me personally appeared Daniel Rubenstein, to me personally known or having proved his identity to my satisfaction, who duly executed the foregoing instrument being duly authorized to do so and that said individual acknowledged said instrument to be his free act and deed.

[Signature]
Notary Public



Schedule 1
Trademark

Mark	Country	Serial/Reg. No. Filing/Reg. Date
ALL FOR DOGGIES	United States of America	78211914 February 6, 2003

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