

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Howard E Perlmutter		06/04/2004	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Beverly Hills Pet Hotels, Inc.
Street Address:	26310 Emery Road
City:	Cleveland
State/Country:	OHIO
Postal Code:	44128
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	78353808	THE BARKLEY
Serial Number:	78353811	THE BARKLEY - PET HOTEL & DAY SPA
Serial Number:	78355442	B
Serial Number:	78355449	BUDDY CLUB

CORRESPONDENCE DATA	
Fax Number:	(216)831-0542
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-831-0042
Email:	slewis@meyersroman.com
Correspondent Name:	Scott M. Lewis, Esq.
Address Line 1:	28601 Chagrin Boulevard
Address Line 2:	Suite 500
Address Line 4:	Cleveland, OHIO 44122

ATTORNEY DOCKET NUMBER:	8707-01
-------------------------	---------

NAME OF SUBMITTER:	Scott M. Lewis, Esq.
--------------------	----------------------

OP \$115.00 78353808

Total Attachments: 2

source=Assignment of Trademarks#page1.tif

source=Assignment of Trademarks#page2.tif

ASSIGNMENT OF TRADE NAMES, TRADEMARKS AND COPYRIGHTS

THIS ASSIGNMENT OF TRADE NAMES, TRADEMARKS AND COPYRIGHTS, executed this 4th day of June, 2004, by HOWARD E. PERLMUTER (“Assignor”) in favor of BEVERLY HILLS PET HOTELS, INC., an Ohio corporation (“Assignee”), is to evidence the following agreements and understandings:

RECITALS:

A. Pursuant to a certain Founders’ Buy-Sell Agreement and Close Corporation Agreement by and among Assignee and its shareholders, Assignor has agreed to transfer and assign to Assignee certain proprietary rights and properties developed or conceived by Assignor in exchange for common shares of Assignee.

B. Assignor has created and developed certain marketing concepts and materials in connection with the promotion of an upscale lodging and boarding facility for pets (the “Project”) under the name “The Barkley-Pet Hotel and Day Spa” and/or “Beverly Hills Pet Hotels” (individually and collectively, the “Trade Name”) and is the owner of unregistered or common law copyrights (the “Copyrights”) with respect to written materials created by Assignor in connection with the promotion of the Project prior to the date hereof.

C. Assignor has applied for registration of the following trademarks with the United States Patent and Trademark Office (collectively, “Trademarks”):

FEDERAL TRADEMARK APPLICATIONS

<u>Description</u>	<u>Serial No.</u>	<u>Filing Date</u>
THE BARKLEY	78/353,808	January 19, 2004
THE BARKLEY- PET HOTEL & DAY SPA	78/353.811	January 19, 2004
LOGO (paw print)	78/355,442	January 22, 2004
BUDDY CLUB	78/355,449	January 22, 2004

(said Trademark applications are hereinafter collectively referred to as “Applications” and individually as an “Application”).

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over unto Assignee”:

- (a) the exclusive right, title and interest in and to the Trade Names, Trademarks and the use thereof throughout the world, together with the goodwill pertaining to said Trade Names and Trademarks, and any rights which may be granted on any of the Trademark applications described in the recitals to this Assignment, the same to


be held for the use and enjoyment of Assignee, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all claims for damages by reason of any infringement of said Trade Names and Trademarks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; and

(b) all right, title and interest in and to the Copyrights.

Assignor hereby authorizes the United States Commissioner of Patents and Trademarks to issue any and all Trademark registrations resulting from the aforescribed Applications to Assignee, as assignee of the entire interest therein, and authorizes and requests that any Certificates of Registrations of any trademarks or resulting from any Application referred to in the recitals hereto be issued to Assignee, as assignee of the entire interest therein, and hereby covenants that it has full right to convey the entire interest herein assigned and that it had not executed and will not execute any agreements inconsistent herewith.

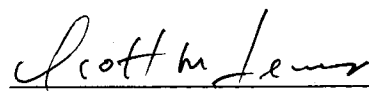
Assignor covenants and agrees to execute and deliver to Assignee, upon request, all such further documents, instruments and other writings which Assignee reasonably requests to effectuate the assignments set forth herein. The recitals to this Assignment are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Trade Names, Trademarks and Copyrights as of the date first above written.


HOWARD E. PERLMUTER

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

I, Scott M Lewis, a Notary Public in the county and state shown above, hereby certify that HOWARD E. PERLMUTER, whose name is signed to this Assignment of Trade Names, Trademarks and Copyrights, appeared before me and acknowledged that he executed and delivered the Assignment and that the Assignment is, in all respects, his free act and deed.


NOTARY PUBLIC

SCOTT M. LEWIS, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O. R. C.