

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
Liquid Fence Co., Inc.		11/10/2004	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Liquid Holding Company, Inc.
Street Address:	Box 300
City:	Brodheadsville
State/Country:	PENNSYLVANIA
Postal Code:	18322
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78315829	LIQUID FENCE CO.

CORRESPONDENCE DATA

Fax Number: (215)851-1420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-241-7988

Email: mfeehery@reedsmith.com

Correspondent Name: Maryellen Feehery

Address Line 1: 1650 Market Street

Address Line 2: 2500 One Liberty Place, Reed Smith LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

03-40168-US

NAME OF SUBMITTER:

Maryellen Feehery

Total Attachments: 2

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TRADEMARK
REEL: 002973 FRAME: 0670

ASSIGNMENT AGREEMENT

This Assignment Agreement made as of this 10th day of November, 2004, by and between Liquid Fence Co., Inc., a Pennsylvania corporation at Box 300, Brodheadsville, PA 18322 (the "Assignor"), and Liquid Holding Company, Inc., a Delaware corporation at Box 300, Brodheadsville, PA 18322 (the "Assignee");

WITNESSETH THAT

WHEREAS, the Assignor has adopted and used in its business the mark, LIQUID FENCE CO. and Design (the "Mark") in connection with animal repellent; dog, cat, goose, rabbit, deer and insect repellent, and is the owner of all right, title and interest in and to the Mark and U.S. Trademark Application, Serial No. 78/315,829 (collectively "Trademark Rights");

WHEREAS, the Assignee is desirous of acquiring the Trademark Rights owned by Assignor, as well as the goodwill of the business in connection with which such Rights have been used;

NOW THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound hereby agree as follows:

1. The Assignor sells, assigns, and transfers to the Assignee the Assignor's entire right, title and interest in and to the Trademark Rights specified above together with the goodwill of the business in connection therewith, any and all past, present and future causes in action related to the Trademark Rights, the Trademark Rights to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of the Assignee, its successors and assigns, for the full extent of the terms and any renewals thereof, and thereafter, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment Agreement not been executed and such assignment, sale and transfer had not been made.
2. Upon request, the Assignor further agrees to execute such additional documents as may be required to effect the foregoing and for recording purposes, including but not limited to recordation in the United States Patent and Trademark Office, in connection with the transfer of ownership of the Trademark Rights referred to above.
3. The validity, performance, construction and effect of this Assignment Agreement shall be governed by the substantive laws of the Commonwealth of Pennsylvania.
4. This Assignment Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Assignment Agreement. Assignee agrees to take such action as is necessary to consummate this Assignment Agreement.

IN WITNESS THEREOF, the Assignor and the Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

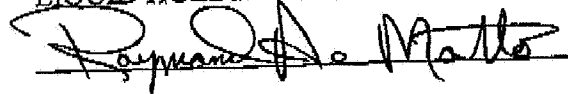
LIQUID FENCE CO., INC.



Name: Raymond A. Motto

Title: Vice President

LIQUID HOLDING COMPANY, INC.



Name: Raymond A. Motto

Title: Vice President