

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		07/18/2003	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:	76544376	ALL FOR DOGGIES WWW.ALLFORDOGGIES.COM

CORRESPONDENCE DATA	
Fax Number:	(203)782-2889
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-498-4512
Email:	jfitzgerald@wiggin.com
Correspondent Name:	Jamie J. Fitzgerald
Address Line 1:	One Century Tower P.O. Box 1832
Address Line 2:	16th Floor
Address Line 4:	New Haven, CONNECTICUT 06508-1832

ATTORNEY DOCKET NUMBER:	202535US001
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NAME OF SUBMITTER:	Jamie J. Fitzgerald
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Total Attachments: 4 source=AFDtoBFPCAssetPurchaseAgrmt2#page1.tif source=AFDtoBFPCAssetPurchaseAgrmt2#page2.tif source=AFDtoBFPCAssetPurchaseAgrmt2#page3.tif source=AFDtoBFPCAssetPurchaseAgrmt2#page4.tif
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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (the "Agreement"), made this 18th day of July, 2003, by and among BEST FRIENDS PET CARE, INC., a Delaware corporation ("Buyer"), ALL FOR DOGGIES, LLC, an Illinois limited liability company ("Seller"), and DANIEL RUBENSTEIN and ERIC RUBENSTEIN, the sole members of Seller (collectively, the "Members").

BACKGROUND

WHEREAS, Seller owns and operates a business that provides pet services and products, including but not limited to boarding, grooming, food products and other retail items (the "Business"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, substantially all of the assets related to the Business, all on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

1.1 Certain Definitions. In addition to terms defined in the body of the Agreement, for purposes of the Agreement the term:

(a) "Affiliate" means, with respect to any Person, any other Person that directly, or indirectly, through one or more intermediaries, controls or is controlled by or under common control with the Person specified.

(b) "Authority" means any federal, state, local or foreign governmental or regulatory agency or authority.

(c) "Business Day" means any day other than a Saturday, Sunday, or a day on which banking institutions in the State of Connecticut are authorized or obligated by law or executive order to close.

(d) "Code" means the Internal Revenue Code of 1986, as amended.

(e) "Employee Benefit Plan" means any (i) "employee benefit plan" as defined in Section 3(3) of ERISA, and (ii) bonus, equity option, equity purchase, deferred compensation, severance, incentive plan or arrangement or other employee fringe benefit plan.

(f) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(g) “Lien” means any lien, charge, pledge, security interest, option, mortgage, claim, debt or other encumbrances or restrictions of any kind.

(h) “Material Adverse Effect” means any change or effect that individually or in the aggregate, is or could reasonably be expected to be materially adverse to the business, assets (including intangible assets), financial condition, or results of operation of Buyer.

(i) “Person” means an individual, a corporation, a partnership, a limited liability company, an association, an Authority, a trust or other entity or organization.

ARTICLE II.

THE TRANSACTION

2.1 Sale and Purchase of Assets. Subject to the terms and conditions of this Agreement, at the Closing referred to in Section 2.7 hereof, Seller shall cause to be sold, transferred and conveyed to Buyer, and Buyer shall purchase and accept from Seller, all of Seller’s right, title and interest in and to all the assets and properties of the Business (but only to the extent they are not Excluded Assets) including, without limitation, the following assets and properties owned by Seller and used in the Business (collectively, the “Purchased Assets”):

(a) Seller’s interest under the Lease Agreement by and between Seller and Kolmar-Kilbourn Center, LLC, dated April 1, 2000, relating to Seller’s facility located at 1745 N. Kolmar, Unit D, Chicago, Illinois (the “Seller Lease”) and all improvements to such facility;

(b) all equipment, machinery, furniture and fixtures owned by Seller and used by Seller in the conduct of the Business as set forth on Schedule 2.1(b) (the “Equipment”);

(c) all vehicles owned by Seller and used by Seller in the conduct of the Business as set forth on Schedule 2.1(c) (the “Vehicles”);

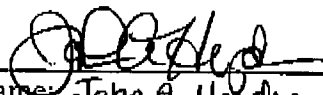
(d) Seller’s interest under any leases of equipment or vehicles used by Seller in the conduct of the Business as set forth on Schedule 2.1(d) (the “Equipment Leases”);

(e) all contracts, agreements and undertakings (whether oral or written) which relate to the Business as presently conducted and to which Seller is a party as set forth on Schedule 2.1(e) (the “Contracts”);

IN WITNESS WHEREOF, the Members have executed this Agreement and Buyer and Seller have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

BUYER:

BEST FRIENDS PET CARE, INC.

By: 
Name: John A. Hejler
Title: CFO

SELLER:

ALL FOR DOGGIES, LLC

By: _____
Name:
Title:

MEMBERS:

Daniel Rubenstein

Eric Rubenstein

SENT BY: ALL FOR DOGGIES;

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IN WITNESS WHEREOF, the Members have executed this Agreement and Buyer and Seller have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

BUYER:

BEST FRIENDS PET CARE, INC.

By: _____
Name:
Title:

SELLER:

ALL FOR DOGGIES, LLC

By: *DL Rubenstein*
Name: Daniel Rubenstein
Title: Owner

MEMBERS:

DL Rubenstein
Daniel Rubenstein

ER Rubenstein
Eric Rubenstein