

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
Lawrence PLC		07/22/2005	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Interpet Limited		
Street Address:	Vincent Lane		
City:	Dorking, Surrey RH4 3YX		
State/Country:	UNITED KINGDOM		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	608062	LIQUIFRY	
Serial Number:	76527912	MIKKI	
Registration Number:	2361532	POND SCIENCE HEALTH VITALITY GROWTH COLOUR ADVANCED FISH FOOD	
Registration Number:	2318532	KOI SCIENCE HEALTH VITALITY GROWTH COLOUR ADVANCED FISH FOOD	
CORRESPONDENCE DATA			
Fax Number:	(612)332-9081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6123364624		
Email:	jstinson@merchant-gould.com		
Correspondent Name:	John A. Clifford		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$115.00 608062

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	John A. Clifford
Signature:	/John A. Clifford/
Date:	09/22/2005

Total Attachments: 6

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BETWEEN

- (1) **LAWRENCE PLC** of 78 Coombe Road, New Malden, Surrey, KT3 4QS U.K. (the "Assignor"); and
- (2) **INTERPET LIMITED** of Vincent Lane, Dorking, Surrey RH4 3YX, U.K. ("the Assignee")

WHEREAS

- (A) The Assignor is the owner of certain trade marks and related rights (defined below).
- (B) Under a transfer of business agreement between the Assignor and the Assignee the Assignor agreed to hold the trade marks on trust for the Assignee and allow the Assignee to use the trade marks for the purpose of the business transferred.
- (C) The Assignor now wishes to assign the trade marks and related rights to the Assignee on the terms set out in this agreement.

THE PARTIES AGREE as follows:

1. **Definitions**

"Related Rights" means all rights, rights of action, priorities and privileges including unfair competition rights and all intellectual property rights subsisting in and protecting any unregistered trade mark, name, logo or design owned by the Assignor identical to any of the Trade Marks;

"Trade Marks" means all the registered trade marks and applications to register trade marks listed in the Schedule.

2. **Assignment**

- 2.1. In consideration for €5 paid by the Assignee to the Assignor (receipt of which is acknowledged) the Assignor **HEREBY ASSIGNS** with all right, title and interest that it owns in the Trade Marks and Related Rights to the Assignee. For the avoidance of doubt the said assignment:

- (i) includes the right to sue for past infringements and have the benefit of any award and retain any damages, costs or expenses obtained as a result of such action;
- (ii) is free from all encumbrances of any kind including any licence, sublicense, mortgage charge or lien of whatever nature.

2.2. The Assignor confirms this assignment includes all the goodwill owned by the Assignor attached to the Trade Marks and Related Rights together with any goodwill the Assignor owns in the business that the Trade Marks have been used in connection with.

2.3. For the avoidance of doubt this assignment includes all rights to renewals and extensions of any Trade Marks and Related Rights.

3. **Further Assurance**

3.1. At the request and reasonable expense of the Assignee the Assignor shall carry out any reasonable task and execute any further documentation required to vest legal title for the Trade Marks in the name of the Assignee.

3.2. The Assignee shall within 3 months of the date of this assignment at its own expense request the Trade Mark Office in each of the applicable jurisdictions to record the Assignee as the legal owner of the Trade Marks.

4. **General**

4.1. The parties agree that if this assignment is unenforceable in respect of any single Trade Mark or Related Right, it shall not limit the enforceability in respect of other Trade Marks listed in Schedule 1 or other Related Rights or affect the validity and enforceability of this assignment as a whole.

4.2. This assignment may be signed in one or more counterparts each of which shall be an original and all of which shall be considered on and the same agreement and shall become effective when each party has received a counterpart signed by the other party.

4.3. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and in the event of any dispute arising out of this assignment the courts of England and Wales shall have exclusive jurisdiction.

IN WITNESS whereof this agreement has been executed on the date first above written.

SCHEDULE

Mark	No.	Class	Country
BLAGDON	2,024,152	1,7,11,16,19,20,31	UK
AMPHIBIOUS	2,187,922	7	UK
HYDRATECH	2,225,239	7	UK
INDESTRUCTA	1,377,370	19	UK
AQUA AIR	2152230	7,11	UK
AQUAGARDENS	1555162	26	UK
AQUALIBRIUM	1363354	1	UK
BEAUTY LIGHT	2153739	11	UK
BLUE MOON & device	2153740	11	UK
CAT LOVE	2151050	31	UK
CONVERTAGEAR	2153811	11	UK
CYCLONE	2310901	11	UK
DELTATHERM	2124876	9	UK
DRAGONFLY	2278915	19	UK
FRESH START	2153747	5	UK
GREENAWAY	1437758	1	UK
INTERPET	4570/1995	11	Hong Kong
INTERPET	4571/1995	5	Hong Kong
INTERPET	341622	1,5,11,22,31	Benelux
INTERPET	4569/1995	31	Hong Kong
INTERPET	2545/1997	16	Hong Kong
INTERPET	959102	11,16	Germany
INTERPET	1378870	5, 11, 31	France
INTERPET	317872	5	Australia
INTER-PET	830158	31	UK
INTERPET & device	A254068	11	Australia
INTERPET & device	977896	31	UK

INTERPET & device	977894	16	UK
INTERPET & device	977895	17	UK
INTERPET & device	977892	5	UK
INTERPET & device	977893	11	UK
INTERPET and logo No. 2	1214738	5, 11, 16, 17, 31	UK
INTERPET BIO-MEDIA	2153828	5,11	UK
INTERPET CLEAR POND	2153756	5	UK
INTERPET Device	839401	31	UK
INTERPET EASY ADJUST	2153827A	5,11	UK
INTERPET EASY TEST	2153827B	5,11	UK
INTERPET FILTER AID	2153826	5,11	UK
INTERPET FLORA BOOST	2153801	1,5	UK
INTERPET GOLD	2153752	5	UK
DISEASE SAFE			
INTERPET GOLD FISH	2153751	5	UK
SAFE			
INTERPET GOLD logo &	2153750B	5	UK
TAP SAFE			
INTERPET GOLD stylised	2153815	31	UK
INTERPET POND BIO-	2153804	5	UK
START			
INTER-PET Powerstream	959239	11	UK
INTERPET PURE POND	2153755	5	UK
INTERPET	2152298	31	UK
ZOOPLANKTON			
IPF Duo2 & Device	2153808	11	UK
KOI SCIENCE	2133187A	31	UK
KOI SCIENCE	2318532	31	USA
KOI SCIENCE HEALTH	2133187B	31	UK
VITALITY			
KOI-AIR	2164246	7,11	UK
LIQUIFRY	711102	31	UK
LIQUIFRY	133897	31	Australia
LIQUIFRY	608062	31	USA

LUV	959189	31	UK
MINIMATIC	960086	11	UK
NAUTIC TREASURES & Device	2153742	21	UK
NITRASAFE	2153768	5,11	UK
PET LOVE NATURES	2153809	31	UK
LARDER			
PET LOVE PERCHER	2153824	22,28	UK
PETLOVE	2283381	1,3,5,9,16,18,19,21,22, 27,28,31,41,42	UK
PETSAFE	2118101A	1,5,21,31	UK
PETSAFE logo	2118101B	1,5,21,31	UK
POND BALANCE	2153757	5	UK
POND GUARDIAN	2153764	5	UK
POND SCIENCE	2133186A	31	UK
POND SCIENCE logo	2361532	31	UK
POND SCIENCE logo	2133186B	31	USA
POND-AIR	2153759	7	UK
POND-WORKERS	2153805	11	UK
PROCELL	2310797	5	UK
PURRKS	2180889	5,31	UK
RAGGER	2153812	22	UK
RED RUM	2176928	3,5,31	UK
RED RUM	2163028	7,21	UK
RINGPRESS	2293555	16,41	UK
SCRUFFERS	2153813	22	UK
SLUDGE BUSTER	2153818	5	UK
TAP SAFE	2153750A	5	UK
THERMASURE	2153765	11	UK
TORRENT	2310900	7	UK
TRIPLUS	817853	11	AU, CH, CN, JP, NO, SG, US

TRIPLUS	3585569	11	EU
TRIZYME	2338084	11	UK
TRIZYME BIO-START	2153743A	5	UK
TROPITHERM	2153743B	5	UK
MIKKI & design	2112605	11	UK
	76/527912	3,8,10,18,20	USA

SIGNED for and on behalf of **LAWRENCE PLC**

Michael Brent

12 July 2005

Name of Signatory

MICHAEL BRENT

SIGNED for and on behalf of **INTERPET LIMITED**

Tracey Kenward

Name of Signatory

TRACEY KENWARD