

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
Sergeant's Pet Care Products, Inc.		12/16/2005	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	PetSense, Inc.		
Street Address:	14301 N. 87th Street		
Internal Address:	Suite 203		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2046698	PET φENTS	
CORRESPONDENCE DATA			
Fax Number:	(602)664-2091		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-640-9311		
Email:	trademarks@omlaw.com		
Correspondent Name:	Jonathan Ariano		
Address Line 1:	2929 N. Central Ave.		
Address Line 2:	21st Floor		
Address Line 4:	Phoenix, ARIZONA 85281		
ATTORNEY DOCKET NUMBER:	13455.0002		
NAME OF SUBMITTER:	Jonathan F. Ariano		
Signature:	/jonathan.f.ariano/		

CH \$40.00 2046698

Date:

02/01/2006

Total Attachments: 4

source=Pet Cents assign to Petsense Inc#page1.tif

source=Pet Cents assign to Petsense Inc#page2.tif

source=Pet Cents assign to Petsense Inc#page3.tif

source=Pet Cents assign to Petsense Inc#page4.tif

ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment"), effective as of the 16th day of December, 2005 (the "Effective Date"), is by and between PETSENSE, INC., a Delaware corporation ("Assignee") and SERGEANT'S PET CARE PRODUCTS, INC., a Nevada corporation ("Assignor").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks shown in Schedule A hereto (the "Trademarks"), which have been adopted and used by Assignor in connection with its business, goods and services; and

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the Trademarks, and Assignor wishes to sell, assign, convey and transfer such right, title and interest to Assignee on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, conveys and transfers to Assignee, its successors and assigns, absolutely and forever, as of the Effective Date, Assignor's entire right, title and interest, registered or unregistered, whether statutory or at common law, in and to the Trademarks for use and registration by Assignee, together with all goodwill associated therewith and symbolized by the Trademarks throughout the world, and all registrations and pending applications therefor in the United States of America, its territories and possessions, and foreign countries, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements. Without limiting the generality of the foregoing, Assignor assigns with the Trademarks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitations, damages and payments for past, present, or future infringements or misappropriations thereof).
2. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.
3. This Assignment shall be governed and construed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of Arizona.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR

SERGEANT'S PET CARE PRODUCTS, INC.,
a Nevada corporation

By: _____

Name: _____

Title: _____

ASSIGNEE

PETSENSE, INC., a Delaware corporation

By:  _____

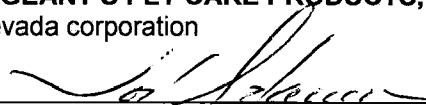
Name: S. Michael Christopher

Title: General Counsel

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR

SERGEANT'S PET CARE PRODUCTS, INC.,
a Nevada corporation

By: 

Name: Joel Adamson

Title: Senior Vice President

ASSIGNEE

PETSENSE, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

SCHEDULE A

The Trademarks

Federally Registered Trademarks

Mark	Registration No.	Serial No.	Filing Date	Registration Date
PET φENTS	2,046,698	75-975,748	09/15/1994	03/18/1997