

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
The Aquarium, Inc.		07/21/1999	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Interpet, LLC		
Street Address:	180-L Penrod Court		
City:	Glen Burnie		
State/Country:	MARYLAND		
Postal Code:	21061		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0798479	AQUARI-SOL	
CORRESPONDENCE DATA			
Fax Number:	(202)393-5350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2026386666		
Email:	trademark@jhip.com,mgentner@jhip.com		
Correspondent Name:	Marsha G. Gentner		
Address Line 1:	400 Seventh St. NW		
Address Line 2:	6th Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	8057/T15440		
NAME OF SUBMITTER:	Marsha G. Gentner		
Signature:	/Marsha G. Gentner/		
Date:	02/10/2006		

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Total Attachments: 6

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this 21st day of July, 1999, by and among The Aquarium, Inc., a Maryland corporation (the "Seller" or "Aquarium"), and Merrill Cohen and Fred Cohen (Merrill Cohen and Fred Cohen are hereinafter collectively, jointly and severally, referred to as the "Stockholders"), and Interpet, LLC, a Maryland limited liability company ("Interpet, LLC"), Interpet, Ltd., a corporation incorporated under the laws of Great Britain and Lawrence plc, an entity organized under the laws of Great Britain (collectively the "Purchaser").

Explanatory Statement

A. The Seller is a Maryland corporation engaging in the manufacture, sale, export, import, development, either at wholesale or retail of chemicals and chemical products, food sources, supplies and equipment for use in aquariums for the housing of goldfish, tropical fish and any other type of fish related products.

B. The Stockholders own of record and beneficially a majority and controlling share of all of the outstanding shares of the capital stock of the Seller, and constitute the sole directors and officers of the Seller.

C. The Seller desires to sell, assign, transfer and deliver to the Purchaser, and the Purchaser desires to purchase from the Seller, substantially all of the assets of the Seller described in Section 1 hereof on the terms and subject to the conditions hereinafter contained.

D. The Purchaser and the Stockholders desire to enter into certain agreements providing for, among other things, the provision of certain services by Fred Cohen and Merrill Cohen for the Purchaser, on the terms and subject to the conditions hereinafter contained.

NOW THEREFORE, in consideration of the Explanatory Statement that shall be deemed to be a substantive part of this Agreement and the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, the parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Purchase and Sale of Assets

1.1. *Purchase and Sale.* On the terms and subject to the conditions set forth in this Agreement, at the Closing on the Closing Date (as such terms are defined in Section 10 hereof), the Seller shall sell, assign, transfer and deliver to the Purchaser and the Purchaser shall purchase from the Seller all of the right, title and interest of Seller in and to the following assets of the Seller (all of which assets of the Seller are hereinafter collectively referred to as the "Assets"):

1.1.1. All of the Seller's equipment, furniture, materials and supplies, including, but not limited to, all of the equipment, furniture, materials, supplies, and Computer systems described in **Exhibit 1.1.1.** attached hereto and incorporated by reference herein (the "Equipment").

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1.1.2. All of the Seller's Inventory (as defined in Section 1.3 hereof).

1.1.3. All of the Seller's customer lists and customer sales files ("Customer Lists").

1.1.4. All of the Seller's goodwill and copies of all of Seller's employment and personnel records, and all sales records and similar data (hereinafter collectively referred to as the "Records"); the Seller shall deliver to the Purchaser copies of the Records upon the written request of the Purchaser.

1.1.5. All of the Seller's accounts receivable (the "Accounts Receivable").

1.1.6. All of the Seller's patents, trademarks, formulations, telephone number(s) and trade names (the "Intellectual Property") as more fully described in the attached **Exhibit 1.1.6**.

1.1.7. The term "Assets" shall not include any of the Seller's cash, motor vehicles (if any) or any other assets as described in the attached **Exhibit 1.1.7**.

1.2. *Purchase Price for Assets; Break-Up Fee.* The purchase price for the Assets shall be One Million Eight Hundred Thousand Dollars (\$1,800,000.00)¹ (the "Purchase Price"). Upon execution of this Agreement, Purchaser shall deposit One Hundred Thousand Dollars (\$100,000.00) of the Purchase Price (the "Break-Up Fee") with Seller's legal counsel, who will hold such funds in escrow pending Closing. The Break-Up Fee shall be paid to Seller prior to Closing only in the event that the transactions contemplated hereby do not close solely due to (i) Purchaser's unjustified termination of this Agreement prior to September 27, 1999 or (ii) Purchaser's unjustified refusal to close on or before September 27, 1999. For purposes of this Section 1.2, Purchaser's termination or failure to close will be considered justified if Seller is in breach of any material term, covenant or condition of this Agreement at the time set for closing or if, at the time set for closing, all of Purchaser's conditions to close set forth in Section 10.3 hereof have not been completely satisfied and fulfilled.

1.2.1. *Allocations.* The parties agree that the Purchase Price for the Assets shall be allocated among the Assets in the following approximate amounts:

Equipment	\$200,000.00
Customer Lists/Files	\$100,000.00
Accounts Receivable	\$200,000.00
Inventory	\$500,000.00
Leasehold Improvements	\$ 20,000.00
Intellectual Property	\$ 1,000.00
Goodwill	\$679,000.00

¹ All references to currency shall be stated in U.S. Dollars.

17.4. *Assignability.* This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties hereto. Notwithstanding the aforesaid, the Purchaser may assign its interest in this Agreement to a wholly owned subsidiary or other entity provided that the Purchaser shall continue and remain fully liable hereunder.

17.5. *Binding Effect; Benefit.* This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal and legal representatives, guardians, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations, or liabilities.

17.6. *Severability.* Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

17.7. *Amendment; Waiver.* No provision of this Agreement may be amended, waived, or otherwise modified without the prior written consent of all of the parties hereto. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement herein contained. The waiver by any party hereto of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

17.8. *Section Headings.* The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

17.9. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

17.10. *Applicable Law; Jurisdiction and Venue; Service of Process*

17.10.1. This Agreement was made in the State of Maryland, and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland. All suits, proceedings and other actions relating to, arising out of or in connection with this Agreement shall be submitted to the in personam jurisdiction of the courts of the State of Maryland and venue for all such suits, proceedings and other actions shall be in Anne Arundel County, Maryland. The Seller, each of the Stockholders and the Purchaser hereby waive any claim against or objection to in personam jurisdiction and venue in the courts of Anne Arundel County or the State of Maryland.

17.11. *Remedies.* The parties hereto acknowledge that in the event of a breach of this Agreement, any claim for monetary damages hereunder may not constitute an adequate remedy, and that it may therefore be necessary for the protection of the parties and to carry out the terms of this Agreement to apply for the specific performance of the provisions hereof. It is accordingly hereby agreed by all parties that no objection to the form of the action or the relief prayed for in any

17.14. *Press Releases and Public Announcements.* None of the parties to this Agreement shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other parties; provided, however, that Purchaser may disclose the subject matter of this Agreement to lenders, if any, and may make any public disclosure it believes in good faith is required by applicable United States or United Kingdom laws concerning securities disclosure or by the rules or regulations of any stock exchange.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under seal, with the intention of making it a sealed instrument, on the date first above written.

ATTEST:

SELLER:

The Aquarium, Inc.

Tancy Cohen
Secretary

By: Fred S. Cohen (SEAL)
President

WITNESS:

STOCKHOLDERS:

Elizabeth Holthaus

By: Merrill Cohen (SEAL)
Merrill Cohen

Elizabeth Holthaus

By: Fred S. Cohen (SEAL)
Fred Cohen

ATTEST:

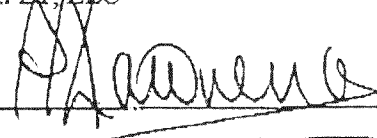
PURCHASER:

INTERPET, LLC

By: _____ (SEAL)

INTERPET, LLC

By:



(SEAL)

Interpet, Ltd.

By:

(SEAL)

, President

Lawrence plc

By:

(SEAL)

Peter Lawrence, Chairman

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