

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
Mann Designs, LTD		12/03/2002	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Premier Pet Products, LLC		
Street Address:	406 Branchway Road		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23236		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2027291	FIDO FLEECE	
CORRESPONDENCE DATA			
Fax Number:	(612)334-3312		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(612) 334-3222		
Email:	ltaveggia@wck.com		
Correspondent Name:	Leanne R. Taveggia		
Address Line 1:	900 Second Avenue South		
Address Line 2:	Suite 1400 - International Centre		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	M86.22-0001		
NAME OF SUBMITTER:	Leanne R. Taveggia		
Signature:	/Leanne R. Taveggia/		
Date:	03/07/2006		

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Total Attachments: 3

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UNITED STATES TRADEMARK ASSIGNMENT

WHEREAS, Mann Designs LTD., a corporation duly organized and existing under the laws of the State of Minnesota and having offices at 1815 East 121st Street, Burnsville, MN, hereinafter referred to as "ASSIGNOR," has adopted and used and is the owner of the trademarks set forth on Schedule A hereto in connection with the goods or services described therein (the "Marks"), together with the goodwill of the business in connection with which the Marks have been used (the "Goodwill"), the United States Trademark Registration(s) for the Mark(s) set forth on Schedule A (the "Registration(s)") and the application(s) for United States Trademark Registration set forth on Schedule A (the "Application(s)"); and

WHEREAS, Premier Pet Products, LLC, a Virginia limited liability company having its principal office at 406 Branchway Road, Richmond, Virginia, 23236, hereinafter referred to as "ASSIGNEE," is desirous of acquiring the Marks, together with the Goodwill, the Registration(s) and the Application(s);

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has agreed to sell and has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto ASSIGNEE and its successors and assigns ASSIGNOR's entire title and interest in and to the Marks, the Goodwill, the Registration(s) and the Application(s), to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of the Registrations and any registrations issued based upon the applications, to be used as fully and entirely as such rights would have been held and enjoyed by ASSIGNOR had this Assignment and sale not been made.

ASSIGNOR covenants that ASSIGNOR is the owner of the Marks and the holder of good title to the Registrations and the Applications, that ASSIGNOR has full power to make this Assignment and that ASSIGNOR agrees to execute such further assignments and related documents with respect to the Marks, the Goodwill, the Registration(s) and the Application(s) as ASSIGNEE shall reasonably request.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its authorized officers thereunto duly authorized, the 3rd day of December,

C.D. Mann
[Name of Assignor]

By: Charles D. Mann

Title: President

State of Minnesota

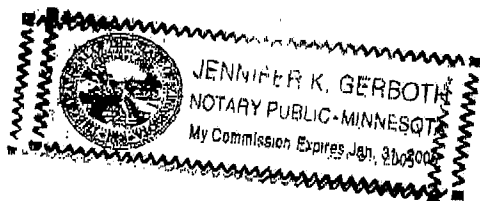
City/County of Hennepin:

On this 3rd day of December, 2002, before me personally appeared Charles D. Mann, to me known to be the President of Mann Designs LTD., a Minnesota corporation, on whose behalf he executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

My commission expires:

Jennifer K. Gerboth

Notary Public



Schedule A

Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>	<u>Goods or Services</u>
FIDO FLEECE	2,027,291	12/31/96	IC 018 pet garments

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>Goods or Services</u>
Design Only	76/143,094	10/10/2000	IC 028 dog toys; IC 018 dog apparel

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RECORDED: 03/07/2006

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