

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hamilton Products, Inc.		06/16/2006	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hamilton Animal Products LLC		
<b>Street Address:</b>	2425 West Dorothy Lane		
<b>City:</b>	Dayton		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45439		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1725689	H.P. MUGZ	
<b>Registration Number:</b>	2102865	HAMILTON PRODUCTS FOAL OR AVERAGE MINIATURE HORSE PONY OR AVERAGE MINIATURE DONKEY WEANLING OR LARGE PONY YEARLING OR STANDARD DONKEY SMALLHORSE OR COB 500-800 LBS AVERAGEHORSE 800-1100 LBS LARGEHORSE 1100-1600 LBS DRAFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(937)443-6635		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	937-443-6600		
<b>Email:</b>	trademarks@thompsonhine.com		
<b>Correspondent Name:</b>	Rene M. LaForte		
<b>Address Line 1:</b>	P.O. Box 8801		
<b>Address Line 4:</b>	Dayton, OHIO 45401-8801		
<b>ATTORNEY DOCKET NUMBER:</b>	534178-001US HAMILTON		

OP \$65.00 1725689

NAME OF SUBMITTER:	Rene M. LaForte
Signature:	/rmlaforte/
Date:	07/07/2006
Total Attachments: 2 source=HamiltonTM#page1.tif source=HamiltonTM#page2.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is being executed as of the 16<sup>th</sup> day of June, 2006 by HAMILTON PRODUCTS, INC., a Michigan corporation having its principal office at 5000 N.W. 5th Street, Ocala, Florida 34482-3288 ("Assignor"), under the following circumstances:

A. Pursuant to an Asset Purchase Agreement of even date herewith between Assignor and HAMILTON ANIMAL PRODUCTS LLC, an Ohio limited liability company having its principal place of business at 2425 W. Dorothy Lane, Dayton, Ohio 45439 ("Assignee"), Assignee is acquiring the business and substantially all of the assets of Assignor, including all right, title and interest in and to all of Assignor's trademarks, the common law rights associated therewith, the registrations and applications therefor, and all of the goodwill of the business associated with the use of and symbolized by said trademarks.

B. Assignor owns the trademarks listed on Exhibit 1 hereto, and all of the goodwill of the business associated with said trademarks. Such trademarks and the associated goodwill are included in the assets being acquired by Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, the entire right, title and interest in the trademarks listed on Exhibit 1 hereto, the common law rights associated therewith and the registrations and applications therefor, in the United States and countries foreign thereto, and all of the goodwill of the business associated with the use of and symbolized by said trademarks together with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

For the above consideration, Assignor agrees promptly upon request of the Assignee, its successors or assigns, to execute and deliver without further compensation any papers which may be necessary or desirable fully to secure to Assignee, its successors and assigns, the trademarks and any rights therein, in the United States and in any country foreign thereto.

IN WITNESS WHEREOF, the undersigned, by its duly authorized officer, does hereby set its hand and seal as of the day and year indicated above.

HAMILTON PRODUCTS, INC.

By: 

Gwendolyn Hamilton, President

EXHIBIT 1 TO TRADEMARK ASSIGNMENT

<u>Registered Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
H.P. MUGZ	1,725,689	October 20, 1992
HAMILTON PROD. FOAL, etc.	2,102,865	October 7, 1997
ME WOW	Serial No. 78/338,477	Abandoned
HAMILTON PROD. INC. (Germany)	395 30 266	November 6, 1996
HAMILTON & DESIGN (Canada)	TMA300,109	February 22, 1985

Common Law Trademarks/Trade Names

All common law, trademarks and trade names used by Seller