



RECORD
TRA

103257419

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

6-13-06

1. Name of conveying party(ies):

Pet Zone Products, Ltd.
6400 W. Snowville Road
Cleveland, OH 44141

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Ohio
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) _____

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: OurPet's Company

Internal _____

Address: _____

Street Address: 1300 East Street

City: Fairport Harbor

State: OH

Country: USA Zip: 44077

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Colorado

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,744,258
2,946,664

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John D. Gugliotta

Internal Address: Suite 200

Street Address: 430 White Pond Drive

City: Akron

State: OH Zip: 44320

Phone Number: 330-253-5678

Fax Number: 330-253-6658

Email Address: johnng@PCTLawGroup.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 07-2380 06/14/2006 MUELLER 00000003 072380 2764258

Authorized Agent Name John D. Gugliotta 01 FC:8521 02 FC:8322 05-08 BA 48.00 OP 65.00 OP

9. Signature:

Signature

05/22/2006

Date

John D. Gugliotta

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

PAGE 2

Application number(s) or registration number(s) and identification or description of the Trademark

B. Trademark registration No(s)

2,321,259

2,179,371

2,849,625

2,179,371

2,890,206

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Pet Zone Products Ltd., an Ohio limited liability company (the "Seller"), as required by that certain Asset Purchase Agreement, dated as of January 3, 2006 (the "*Purchase Agreement*"), by and between Seller and OurPet's Company, a Colorado corporation (the "*Buyer*"), and for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, grant, convey, and set over to Buyer, all its right, title and interest in and to all of the respective Assets as described in the Purchase Agreement and included fully herein by reference. Capitalized terms not otherwise defined herein have the respective meanings set forth in the Purchase Agreement.

Buyer hereby assumes and agrees to promptly pay, perform and discharge when due all of the Assumed Liabilities. Nothing contained herein or otherwise may be construed:

- (a) as enlarging or extending in any manner, or to any extent the rights which any obligee of any of the assumed liabilities had or may have in respect thereto against Seller;
- (b) as rendering valid or enforceable against Buyer any of the assumed liabilities which, for any reason whatsoever, would not have been valid or enforceable against Seller; or
- (c) as rendering valid and enforceable against Buyer to a greater extent, or in a different manner, any of the respective assumed liabilities which would have been valid or enforceable against Seller only partially, conditionally, contingently or to a limited extent, or in a limited manner.

The delivery of this Bill of Sale, Assignment and Assumption Agreement shall not affect the respective representations and warranties or obligations of Seller and Buyer set forth in the Purchase Agreement.

This Bill of Sale, Assignment and Assumption Agreement shall be governed and construed in accordance with the laws of the State of Ohio.

{K0104883.1}

IN WITNESS WHEREOF, Seller and Buyer have signed and delivered this Bill of Sale, Assignment and Assumption Agreement on this 3rd day of January, 2006.

SELLER:
Pet Zone Products Ltd.

BUYER:
OurPet's Company

By: _____
Name: _____
Title: _____


By: *Steven Tseugas*
Name: DR. STEVEN TSEUGAS
Title: CHAIRMAN CEO

{K0103057.1}

IN WITNESS WHEREOF, Seller and Buyer have signed and delivered this Bill of Sale, Assignment and Assumption Agreement on this 3rd day of January, 2006.

SELLER:
Pet Zone Products Ltd.

BUYER:
OurPet's Company

By: 
Name: JAMES D. FREWIN TM
Title: CHAIRMAN

By: _____
Name: _____
Title: _____

K0103057.1}

03-01-2006



REC 103187536 ET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
01 03 2006

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Pet Zone Products, Ltd.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Ohio

Receiving Party

Mark if additional names of receiving parties attached

Name OurPet's Company

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1300 East Street

Address (line 2) _____

Address (line 3) Fair Harbor Ohio 44077

- Individual General Partnership Limited Partnership Association

Corporation Association

Citizenship/State of Incorporation/Organization Colorado

02/28/2006 LNUELLER 00000110 2179371
01 FC:8521
02 FC:8522
If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an representative should be attached. (Designation must be a separate document from Assignment.) 40.00 OP 25.00 OP

FOR OFFICE USE ONLY

Adjusted Date: 06/14/2006 LNUELLER
02/28/2006 LNUELLER 00000110 2179371
01 FC:8521
02 FC:8522
-40.00 OP
-25.00 OP

2-24-06

CHECK Refund Total: \$15.00

00000110 LNUELLER 00000110 2179371

RECORDS SECTION
01 03 2006

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,179,371"/>	<input type="text" value="2,321,259"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

John D. Gugliotta, PE, Esq.

Name of Person Signing

Signature

02/21/2006

Date Signed