

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
STEWART PET PRODUCTS, LTD.		12/26/2003	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	MIRACLECORP PRODUCTS		
Street Address:	7542 McEwen Road		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45459		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2379653		
CORRESPONDENCE DATA			
Fax Number:	(937)443-6635		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(937) 443-6600		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Mark P. Levy		
Address Line 1:	P.O. Box 8801		
Address Line 4:	Dayton, OHIO 45401-8801		
ATTORNEY DOCKET NUMBER:	534178-001US19		
NAME OF SUBMITTER:	Rene M. LaForte		
Signature:	/rmlaforte/		
Date:	07/27/2006		

OP \$40.00 2379653

Total Attachments: 4

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TRADEMARK AFFIRMATION OF ASSIGNMENT

THIS TRADEMARK AFFIRMATION OF ASSIGNMENT is effective as of this 26 day of December, 2003.

WHEREAS, STEWART PET PRODUCTS, LTD., an Ohio corporation located at 7542 McEwen Road, Dayton, Ohio 45459 (hereinafter "Assignor"), owns and has adopted the trademarks listed in the Schedule attached hereto;

WHEREAS, MIRACLECORP PRODUCTS (by virtue of a change of name from Miraclecorp of Australia), an Ohio corporation located at 7542 McEwen Road, Dayton, Ohio 45459 (hereinafter "Assignee") has acquired from Assignor all right, title and interest to all of the trademarks listed in the Schedule attached 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, by virtue of a Trademark Assignment and Asset Purchase Agreement between Assignor and Assignee effective December 14, 2002;

WHEREAS, by virtue of said Asset Purchase Agreement effective December 14, 2002, Assignee is a successor to Assignor's business, or portion of the business to which the trademarks and applications pertain, and such business is ongoing and existing;

WHEREAS, Assignor and Assignee now desire to affirm said sale, assignment and transfer of said trademarks and applications thereof in a form appropriate for recording with the respective trademark offices in the United States and countries foreign thereto;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration given by Assignee to Assignor, Assignor hereby affirms its assignment to Assignee, its successors and assigns, the entire right, title and interest in the trademarks listed in the Schedule attached 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 affirmed under this Trademark Affirmation of 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 Assignee, its successors or assigns, to execute and deliver without further compensation any additional papers which may be necessary or desirable to fully 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, Assignor and Assignee do hereby set their hands and seals as of the day and year indicated above.

STEWART PET PRODUCTS, LTD.
("Assignor")

MIRACLECORP PRODUCTS
("Assignee")

By: [Signature]
Name: K. Kitson Logue
President
Date: 12/24/03

By: [Signature]
Name: William Sherk, Jr
Date:

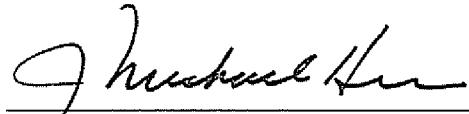
State of Wisconsin]
County of Sheboygan] Ss:

Before me, a notary public for the above-identified county and state, personally appeared K. Kitson Logue, on behalf of Assignor, who is personally known to me, and who acknowledged that he executed the foregoing Trademark Affirmation of Assignment on behalf of Assignor, and that such execution is his free act and deed and the free act and deed of the Assignor.

[Signature]
Notary Public exp 3/20/05

State of Ohio]
County of Montgomery] Ss:

Before me, a notary public for the above-identified county and state, personally appeared William Sherk, on behalf of Assignee, who is personally known to me, and who acknowledged that he executed the foregoing Trademark Affirmation of Assignment on behalf of Assignee, and that such execution is his free act and deed and the free act and deed of the Assignee.



Notary Public

J. MICHAEL HERR, Attorney at Law.
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

**SCHEDULE
TO
TRADEMARK AFFIRMATION OF ASSIGNMENT**

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Design of Dog Holding Leash	United States	2,379,653	August 22, 2000
FIBER FORMULA	Benelux	528,018	February 15, 1993
FIBER FORMULA	Canada	Pending App. No. 721,363	Filed January 27, 1993
FIBER FORMULA	Germany	2,053,017	December 28, 1993
FIBER FORMULA	Mexico	447,488	January 22, 1993
FIBER FORMULA	United States	1,582,077	February 6, 1990
LIFE PHASE	Canada	425,890	April 8, 1994
LIFE PHASE	Japan	2,608,167	December 24, 1993
LIFE PHASE	United Kingdom	2,264,171	September 14, 2001
LIFE PHASE	United States	1,655,915	September 3, 1991
OBEY	European Community	842,815	June 4, 1998
THE BOND BUILDER	United States	2,470,529	July 17, 2001
THE TREAT PROFESSIONALS	United States	1,707,741	August 18, 1992