

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
New York Transit, Inc.		02/21/2007	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Rocket Dog Brands LLC
<b>Street Address:</b>	24610 Industrial Boulevard
<b>City:</b>	Hayward
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94545
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	76639474	DOG DELUXE
Serial Number:	77015625	ROCKETDOG
Registration Number:	2403495	ROCKET DOG
Serial Number:	76608237	ROCKET DOG
Registration Number:	2483241	ROCKET DOG
Registration Number:	2128627	ROCKET DOG
Serial Number:	76605158	ROCKET DOG
Serial Number:	76608238	ROCKET DOG
Serial Number:	76639808	ROCKET DOG DELUXE
Registration Number:	2588957	
Serial Number:	76608236	
Registration Number:	2374928	
Serial Number:	76608235	K9
Serial Number:	76410235	K9

CH \$365.00 76639474

CORRESPONDENCE DATA

Fax Number: (212)969-2900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 969-3000  
Email: trademark@proskauer.com  
Correspondent Name: Jenifer deWolf Paine  
Address Line 1: 1585 Broadway  
Address Line 2: Proskauer Rose LLP  
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	20842-003
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	02/23/2007

Total Attachments: 9  
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made, executed and delivered as of February \_\_, 2007, by New York Transit, Inc., a California corporation ("Seller"), to Rocket Dog Brands LLC (f/k/a/ NYT RD LLC), a Delaware limited liability company (the "Buyer"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Contribution and Member Interest Purchase Agreement, dated as of November 16, 2006 (the "Purchase Agreement"), by and among RD CPC Holdings LLC, the Buyer and Seller, following the contribution by Seller to the Buyer of substantially all of the assets and certain liabilities relating to the Business in exchange for newly issued membership interests of the Buyer, Seller has agreed to sell to RD CPC Holdings LLC the Purchased Units, and RD CPC Holdings LLC has agreed to purchase the Purchased Units free and clear of all Liens other than Permitted Liens;

WHEREAS, Seller is the sole and exclusive owner of certain trademarks and trade names listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, the Buyer is desirous of acquiring the aforesaid Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller:

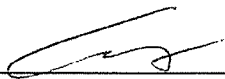
1. Seller hereby sells, conveys, transfers, assigns and delivers unto the Buyer, all of Seller's right, title, and interest in and to the Trademarks (including but not limited to, all registration rights with respect to the Trademarks and all rights to prepare derivative marks), together with the underlying goodwill of the business associated with and symbolized by the Trademarks, and the right to sue and recover for past, present and future infringement, as part of a sale of the business pertaining to the marks.

2. Seller hereby agrees to execute all documents to perfect, register, and/or record the rights of the Buyer to the Trademarks, as the Buyer may deem appropriate. If Seller does not, within fifteen (15) business days of presentment, return documents requested by the Buyer to be executed by Seller, then the Buyer is hereby granted a limited power of attorney to execute all such documents on behalf of Seller. This power of attorney is coupled with an interest and is irrevocable.

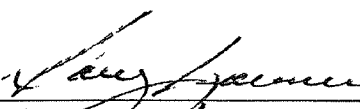
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date hereinabove written.

NEW YORK TRANSIT, INC.

By:   
Name: WILLIAM TAI  
Title: CHIEF EXECUTIVE OFFICER

ROCKET DOG BRANDS LLC

By:   
Name: DOUG YOUNG  
Title: SECRETARY

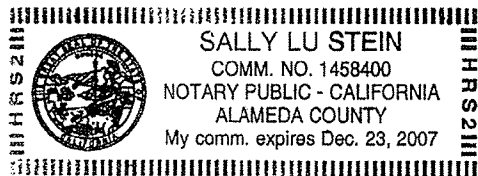
NOTARY

State of California

) ss.

County of ALAMEDA

On this the 16th day of February, 2007, before me, Sally L. Stein, the undersigned Notary Public, personally appeared William Tai, to me known as a duly authorized signatory of New York Transit, Inc., a California corporation, the assignor above-named, proved to me through satisfactory evidence of identity, which was personally known to be the person whose name is assigned on the preceding document, and acknowledged to me that he/she signed it voluntarily for this stated purpose.



*Sally L. Stein*  
Signature of Notary Public

Sally L. Stein  
Printed Name of Notary Public

My Commission Expires December 23rd, 2007.

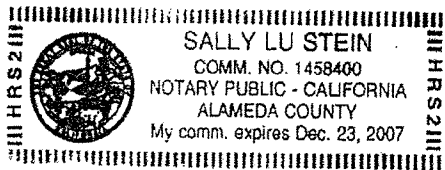
NOTARY

State of California

) ss.

County of Alameda

On this the 21st day of February, 2007, before me, Sally L. Stein, the undersigned Notary Public, personally appeared Douglas Younce, to me known as a duly authorized signatory of Rocket Dog Brands LLC, a Delaware limited liability company, the assignee above-named, proved to me through satisfactory evidence of identity, which was personally known to be the person whose name is assigned on the preceding document, and acknowledged to me that he/she signed it voluntarily for this stated purpose.



*Sally L. Stein*  
Signature of Notary Public

Sally L. Stein  
Printed Name of Notary Public

My Commission Expires December 23rd, 2007.

Notary (Assignment of Trademarks)

**SCHEDULE A**

**ASSIGNED TRADEMARKS**

**Assigned United States Trademarks**

*Rocket Dog Marks*

Country	Mark	Classes	Application Number	Application Date	Registration Number	Registration Date	Status
United States	DOG DELUXE	25	76/639,474	5/25/2005			Allowed
United States	ROCKET DOG & Design	25	77/015,625	10/6/2006			Pending
United States	ROCKET DOG	25	75/676,289	4/7/1999	2,403,495	11/14/2000	Registered
United States	ROCKET DOG	3, 9, 18, 28	76/608,237	8/23/2004			Allowed
United States	ROCKET DOG	14, 18, 25	75/713,070	5/25/1999	2,483,241	8/28/2001	Registered
United States	ROCKET DOG & Design	25	75/202,372	11/22/1996	2,128,627	1/13/1998	Registered
United States	ROCKET DOG & Design	9, 25	76/605,158	8/2/2004			Allowed
United States	ROCKET DOG & Design	3, 9, 14, 18	76/608,238	8/23/2004			Allowed
United States	ROCKET DOG DELUXE	25	76/639,808	6/1/2005			Allowed
United States	RUNNING DOG Design	14, 18, 25	75/713,645	5/25/1999	2,588,957	7/2/2002	Registered
United States	RUNNING DOG Design	3, 9, 18, 25	76/608,236	8/23/2004			Allowed
United States	RUNNING DOG Design	25	75/713,644	5/25/1999	2,374,928	8/8/2000	Registered

*K9 Marks*

Country	Mark	Classes	Application Number	Application Date	Registration Number	Registration Date	Status
United States	K9 & Design	3, 9, 14, 18, 25	76/608,235	8/23/2004			Pending
United States	K9 & Design	25	76/410,235	5/21/2002			Pending

## Assigned Foreign Trademarks

### *Rocket Dog Marks*

Country	Mark	Classes	Application Number	Application Date	Registration Number	Registration Date	Status
Argentina	ROCKET DOG & Design	25	2,255,852	12/3/1999	1,828,321	5/8/2001	Registered
Australia	ROCKET DOG	9, 14, 18	1,074,522	9/8/2005	1,074,522	5/11/2006	Registered
Australia	ROCKET DOG	25	727,168	2/5/1997	727,168	11/27/1997	Registered
Australia	ROCKET DOG & Design	9, 14, 18, 25	1,074,520	9/8/2005	1,074,520	5/11/2006	Registered
Brazil	ROCKET DOG	25	828,381,054	5/15/2006			Pending
Brazil	RUNNING DOG Design	25	828,381,070	5/15/2006			Pending
Canada	ROCKET DOG	25	1,294,739	3/22/2006			Pending
Canada	ROCKET DOG & Design	25	878,557	5/14/1998	TMA533,00	9/20/2000	Registered
Canada	ROCKET DOG & Design	3, 9, 14, 18	1,236,779	11/2/2004			Allowed
Canada	RUNNING DOG Design	25	1,294,740	3/22/2006			Pending
Chile	ROCKET DOG & Design	25	414,430	5/12/1998	699,077	7/28/2004	Registered
China (PRC)	ROCKET DOG & Design	25					Pending
China (PRC)	ROCKET DOG	25	3,177,425	5/16/2002			Pending
China (PRC)	ROCKET DOG & Design	3	4366032	11/16/2004			Pending
China (PRC)	ROCKET DOG & Design	9	4366033	11/16/2004			Pending
China (PRC)	ROCKET DOG & Design	14	4366034	11/16/2004			Pending
China (PRC)	ROCKET DOG & Design	18	4366035	11/16/2004			Pending
China (PRC)	ROCKET DOG & Design	25	4366036	11/16/2004			Pending
China (PRC)	ROCKET DOG & Design	25					Pending
China (PRC)	ROCKET DOG & Design	25					Pending
China (PRC)	ROCKET DOG & Design (with Chinese)	25	Unknown	12/20/2000	1,709,374	2/7/2002	Registered



Country	Mark	Classes	Application Number	Application Date	Registration Number	Registration Date	Status
	characters)						
China (PRC)	ROCKET DOG & Design (with Chinese characters)	25	3,075,059	1/21/2002	3,075,059	2/28/2004	Registered
Colombia	ROCKET DOG (stylized)	25	02-082.438	9/16/2002	287,361	11/25/2003	Registered
Cuba	ROCKET DOG & Design	25	2003-0194	3/31/2003	2003-0194	1/20/2005	Registered
Dominican Republic	ROCKET DOG & Design	25	2003-18006	3/19/2003	135,943	5/30/2003	Registered
Ecuador	ROCKET DOG (stylized)	25	127,532	9/17/2002	22,686	4/8/2003	Registered
El Salvador	ROCKET DOG & Design	25	20030035168	3/11/2003	18 libro 16	7/6/2004	Registered
European Union	ROCKET DOG	14, 18, 25	1,225,457	6/25/1999	1,225,457	8/23/2000	Registered
European Union	ROCKET DOG & Design	14, 18, 25	5,049,374	4/11/2006			Pending
European Union	RUNNING DOG Design	14, 18, 25	1,225,523	6/25/1999	1,225,523	6/28/2000	Registered
Guatemala	ROCKET DOG & Design	25	1603-2003	3/11/2003	129,429	5/5/2004	Registered
Hong Kong	ROCKET DOG & Design	25	9,913,182	9/21/1999	200009236	7/4/2000	Registered
Hungary	ROCKET DOG	25					Pending
Hungary	RUNNING DOG Design	25					Pending
India	ROCKET DOG & Design	25	1459888	6/1/2006			Pending
Indonesia	ROCKET DOG & Design	25	D002006	7/6/2006			Pending
Israel	ROCKET DOG & Design	25	130,835	9/17/1999	130,835	10/5/2000	Registered
Jamaica	ROCKET DOG & Design	25	43,701	3/26/2003	43,701	3/26/2003	Registered
Japan	ROCKET DOG & Design	25	41405/1998	5/19/1998	4,275,574	5/21/1999	Registered
Macao	ROCKET DOG & Design	25	N/22893	6/27/2006			Pending
Mexico	ROCKET DOG & Design	3	686,119	11/4/2004	874,844	3/31/2005	Registered
Mexico	ROCKET DOG & Design	9	686,120	11/4/2004	874,845	3/31/2005	Registered
Mexico	ROCKET DOG & Design	14	686,121	11/4/2004	874,846	3/31/2005	Registered

Country	Mark	Classes	Application Number	Application Date	Registration Number	Registration Date	Status
Mexico	ROCKET DOG & Design	18	686,122	11/4/2004	874,847	3/31/2005	Registered
Mexico	ROCKET DOG & Design	25	686,123	11/4/2004	874,848	3/31/2005	Registered
Mexico	ROCKET DOG (stylized)	25	584,851	1/23/2003	799,544	7/21/2003	Registered
New Zealand	ROCKET DOG	25	272,467	2/7/1997	272,467	2/7/1997	Registered
New Zealand	ROCKET DOG & Design	25	294,139	6/22/1998	294,139	6/22/1998	Registered
Nicaragua	ROCKET DOG & Design	25	2003-00800	3/18/2003	59,142	10/22/2003	Registered
Panama	ROCKET DOG & Design	25	104,767	1/7/2000	104,767	1/7/2000	Registered
Peru	ROCKET DOG & Design	25	265135-2005	1/5/2006	119,417	9/15/2006	Registered
Philippines	ROCKET DOG & Design	25	04-2006-005599	5/26/2006			Pending
Romania	ROCKET DOG	25	M2006 02647	3/14/2006			Pending
Romania	RUNNING DOG Design	25	M2006 02648	3/14/2006			Pending
Russian Federation	ROCKET DOG & Design	3, 9, 14, 18	2004725504	11/4/2004	297,205	10/24/2005	Registered
Singapore	ROCKET DOG & Design	25	T99/10677C	9/23/1999	T99/10677C	9/23/1999	Registered
South Africa	ROCKET DOG & Design	9	2005/19174	9/12/2005			Pending
South Africa	ROCKET DOG & Design	14	2005/19175	9/12/2005			Pending
South Africa	ROCKET DOG & Design	18	2005/19176	9/12/2005			Pending
South Africa	ROCKET DOG & Design	25	1999/17044	9/16/1999	1999/17044	2/7/2003	Registered
Sri Lanka	ROCKET DOG & Design	25	133333	7/4/2006			Pending
Taiwan	ROCKET DOG & Design	25	88-047836	9/28/1999	926,181	1/16/2001	Registered
Thailand	ROCKET DOG & Design	25	631984	7/13/2006			Pending
Turkey	ROCKET DOG	25	2006/12430	3/29/2006			Pending
Turkey	RUNNING DOG Design	25	2006/12742	3/30/2006			Pending
Turkish Cyprus	ROCKET DOG	25	7156	5/11/2006			Pending
Turkish Cyprus	RUNNING DOG Design	25	7157	5/11/2006			Pending

Country	Mark	Classes	Application Number	Application Date	Registration Number	Registration Date	Status
United Kingdom	ROCKET DOG & Design	25	2,172,998	7/24/1998	2,172,998	7/24/1998	Registered
Venezuela	RUNNING DOG Design	25	2002-010513	7/10/2002	2002-010513	11/1/2004	Registered
Vietnam	ROCKET DOG & Design	25	4-2006-09860	6/26/2006			Pending

### *K9 Marks*

Country	Mark	Classes	Application Number	Application Date	Registration Number	Registration Date	Status
Australia	K9 & Design	9, 14, 18	1,074,521	9/8/2005	1,074,521	5/11/2006	Registered
Australia	K9 & Design	25	1,013,423	7/29/2004	1,013,423	5/27/2005	Registered
Canada	K9 & Design	3, 9, 14, 18, 25	1,236,388	11/1/2004			Allowed
Colombia	K9 & Design	25	02-082.439	9/16/2002	273,512	9/15/2003	Registered
Costa Rica	K9 & Design	25	2003-	11/13/2003	147,038	5/4/2004	Registered
Ecuador	K9 & Design	25	127,533	9/17/2002	23,491	4/8/2003	Registered
European Union	K9 & Design	25	3,933,256	7/14/2004	3,933,256	7/14/2004	Registered
New Zealand	K9 & Design	25	716,014	7/29/2004	716,014	7/29/2004	Registered
South Africa	K9 & Design	9	2005/19170	9/12/2005			Pending
South Africa	K9 & Design	14	2005/19171	9/12/2005			Pending
South Africa	K9 & Design	18	2005/19172	9/12/2005			Pending
South Africa	K9 & Design	25	2005/19173	9/12/2005			Pending