

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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|----------------------------------|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Neeps, Inc. | | 05/01/2007 | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | Foster & Smith, Inc. | | |
| Street Address: | 2253 Air Park Road, PO Box 100 | | |
| City: | Rhinelander | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 54501 | | |
| Entity Type: | CORPORATION: WISCONSIN | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2943281 | ACTIVE K9 | |
| Registration Number: | 2930507 | THEFERRET STORE.COM | |
| Registration Number: | 2789009 | VITATONE | |
| Registration Number: | 2491644 | THE FERRET STORE | |
| Registration Number: | 2788983 | VITAVITE | |
| Registration Number: | 2879146 | FERRET STORE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (570)270-6078 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 570-706-7049 | | |
| Email: | jont@solidcactus.com | | |
| Correspondent Name: | Jonathan Tenenbaum | | |
| Address Line 1: | 100 North Wilkes-Barre Blvd., Suite 175 | | |
| Address Line 4: | Wilkes-Barre, PENNSYLVANIA 18702 | | |
| NAME OF SUBMITTER: | Jonathan D. Tenenbaum | | |

OP \$165.00 2943281

Signature:

/Jonathan D. Tenenbaum/

Date:

05/16/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 1st day of May, 2007, by and between NEEPS, INC., a Pennsylvania corporation ("Assignor") and FOSTER & SMITH, INC., a Wisconsin corporation ("Assignee").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of the date hereof ("Asset Purchase Agreement") between the Assignor and the Assignee, the Assignee has agreed to purchase certain assets of the Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

B. Assignor is the owner of the Assigned Trademarks (as defined below).

C. Assignor desires to grant an assignment of all of its right, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

For valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registrations listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks. The assignment of the Assigned Trademarks granted by Assignor to Assignee in this Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

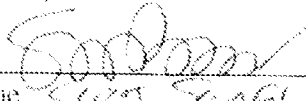
3. Representations and Warranties. Assignor expressly represents and warrants that (a) no third party other than Assignee has any right, title or interest in the Assigned Trademarks; (b) Assignor has taken no actions which adversely affect Assignee's rights under this Assignment; (c) Assignor has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that effect the Assigned Trademarks; and (d) Assignor has the right to execute and enter into this Assignment, to perform its obligations hereunder, and to assign the Assigned Trademarks and all other rights transferred hereunder. Assignee represents and warrants that it has the power to enter into this Assignment and perform the obligations assumed hereunder.

4. Further Assurances. Upon request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.


ASSIGNOR:

NEEPS, INC.

By 
Name Steven Fishbein
Title General Counsel

ASSIGNEE:

FOSTER & SMITH, INC.

By 
Name: Michael J. Scrivner
Title: Chief Financial Officer

APPENDIX A

Assigned Federal Trademark Registrations

| Mark | Country | Reg. No. | Reg. Date |
|---------------------------|---------|----------|------------|
| Active K 9 | U.S. | 2943281 | 04/19/2005 |
| The Ferret Store.com Logo | U.S. | 293507 | 03/08/2005 |
| Vitatone | U.S. | 2789009 | 12/02/2003 |
| The Ferret Store | U.S. | 2491644 | 09/18/2001 |
| Vitavite | U.S. | 2788983 | 12/02/2003 |
| Ferret Store | U.S. | 2879146 | 08/31/2004 |

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