

05-17-2007

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/200



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

OFFICE OF PUBLIC RECORDS

RI 103407227

TRADEMARKS ONLY

MAY 16 AM 10:10

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

2091-5

1. Name of conveying party(ies):

PeachWorks, LLC

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

Citizenship (see guidelines) Texas, U.S.

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Dogologie, LLC

Internal Address: 210 South Adams

Street Address: _____

City: Fredericksburg

State: Texas

Country: U.S. Zip: 78624

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Liability Co Citizenship Texas

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)

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

Execution Date(s) July 1, 2005

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

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)

2947672

Additional sheet(s) attached? Yes No

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

Dogologie (Word Mark, Typed Drawing)

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

Name: Mark H. Beall

Internal Address: P.O. Box 1275

Street Address: _____

City: Fredericksburg

State: Texas Zip: 78624

Phone Number: 830-997-4315

Fax Number: 830-997-6297

Email Address: m.beall@beall-law.com

PeachWorks, LLC

9. Signature: By: Tina Sawtelle

Tina Sawtelle Signature

President

Name of Person Signing

4-27-07

Date

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- 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 _____

Authorized User Name _____

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

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

TRADEMARK
REEL: 003546 FRAME: 0223

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is dated effective July 1, 2005, is made and entered into by and between PeachWorks, LLC (collectively, "Assignor") and Dogologie, LLC ("Assignee") and is to witness the following:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement of even date herewith ("Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor assigned to Assignee certain intellectual property rights, including without limitation, the following mark (the "Mark"):

**"Dogologie", Typed Drawing, Registration Number 2947672,
Registration Date May 10, 2005.**

WHEREAS, in order to further evidence the assignment of the Mark, Assignor and Assignee desire to enter into this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Mark, together with all goodwill and other rights related thereto, such transfer and assignment to include, without limitation, all registrations of and registration rights with respect to the Mark, and all rights to prepare and create derivatives of the Mark.

2. Assignor hereby agrees that, from time to time, and without further consideration, Assignor will execute and deliver to Assignee such other and further instruments of conveyance, assignment and transfer, and take such other actions, as Assignee may reasonably require to more effectively convey, transfer, and assign the Mark to Assignee; including, without limitation, any and all instruments required to be filed with the U.S. Patent and Trademark Office.

3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. This Agreement is being executed and delivered, and is intended to be performed, in Gillespie County, Texas, and Texas law shall govern the validity,

construction, enforcement and interpretation of this Agreement unless otherwise specified herein.

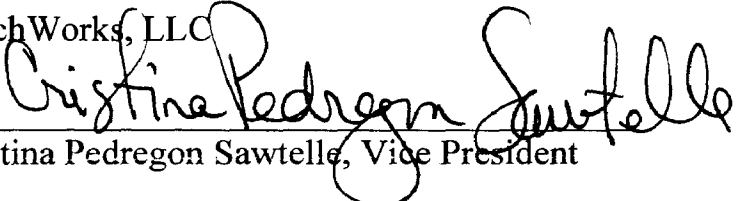
5. The prevailing party in any legal proceeding brought under or with relation to this Agreement shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

In Witness Whereof, the parties hereto have duly executed this Agreement as of the day and year first above written.

Assignor:

PeachWorks, LLC

By:


Cristina Pedregon Sawtelle, Vice President

Assignee:

Dogologie, LLC

By:


David C. Pedregon, President

Beall & Associates, Inc.

Attorneys At Law
A Professional Corporation
Post Office Box 1275
114 East Austin Street
Fredericksburg, Texas 78624
Telephone (830) 997-4315
Facsimile (830) 997-6297

Mark H. Beall
m.beall@beall-law.com

Kelly E. Foster
k.foster@beall-law.com

April 11, 2007

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

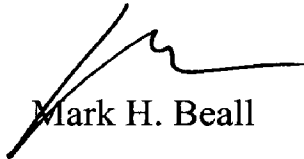
RE: Trademark Assignment

To Whom It May Concern:

Enclosed please find a Recordation Form Cover Sheet and Trademark Assignment. Please file the enclosed documents. Also enclosed is a check in the amount of \$40.00 to cover the filing fee.

Please call if you have any questions.

Sincerely,



Mark H. Beall

MHB/dg

Enclosure

Dogologic.spinoffdogologic.trademarkltr.051007

RECORDED: 05/16/2007

TRADEMARK
REEL: 003546 FRAME: 0226