

06-13-2007



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To the Director of the U. S. Patent and

Documents or the new address(es) below.

**1. Name of conveying party(ies):**

AVLS, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Nebraska
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) May 16, 2007

- 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: Mark L. Anderson

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 303 South McKay Avenue

City: Spring Valley

State: Wisconsin

Country: United States                      Zip: 54767

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_
- Other Individual      Citizenship United States

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)

See attached sheet

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

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

See attached sheet

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

Name: Carol N. Skinner, Skinner and Associates

Internal Address: \_\_\_\_\_

Street Address: 212 Commercial Street

City: Hudson

State: Wisconsin                      Zip: 54016

Phone Number: (715) 386-5800

Fax Number: (715) 386-6177

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200**

- 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 \_\_\_\_\_

**9. Signature:**

Signature

6-7-07

Date

06/12/2007 08:52:22 BYRNE 00000211 2121363

01 FC:8521  
02 FC:8522

40.00 OP  
100.00 OP

Carol N. Skinner  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

REGISTRATION NUMBERS AND IDENTIFICATION OF TRADEMARKS

Registration Number

VISUAL VET

PROFILES

PETCOM

PETCOM

AVLS

Trademarks

2,121,383

2,142,179

2,223,651

2,660,186

2,220,032

## ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT ("Agreement") is entered into as of the 16<sup>th</sup> day of May, 2007, by and between AVLS, Inc. a Nebraska corporation, having its principal place of business at 3838 North 63rd Street, Lincoln, NE 68507 ("Assignor"), and Mark L. Anderson, a Wisconsin resident, having his principal place of business at 303 South McKay Avenue, Spring Valley, Wisconsin 54767 ("Assignee").

### RECITALS

WHEREAS, Assignor has adopted, used and is using the marks listed in Schedule A hereto;

WHEREAS, Assignor has registrations for the marks or applications therefor, as listed in Schedule A;

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to said marks listed in Schedule A, and any and all registrations and applications for registrations pertaining to such marks, together with the goodwill of the business in connection with which said marks are used and which is symbolized by said marks; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee do hereby agree as follows:

1. **Assignment of Rights.** Assignor hereby assigns, sells and transfers unto Assignee all right, title and interest in and to said marks and any and all registrations and applications for registration therefor, together with the good will of the business in connection with which said marks are used and which is symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof.


2. **Consideration for Assignment.** Assignee shall pay Assignor the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor.

3. **Miscellaneous.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties mutually agree that this Agreement contains the final and entire agreement between the parties. This Agreement shall not be changed in its terms by any oral agreement or representation, but only in writing and executed by both parties. The provisions of this Agreement shall be severable. The subject headings of the sections of this Agreement are for convenience only, and will not affect the construction or interpretation of any of its provisions. No failure or delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. Any and all schedules, exhibits and other documents which are attached to and

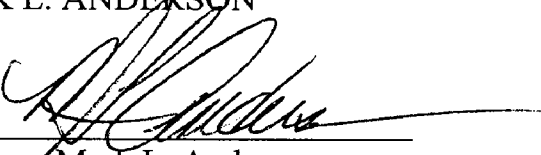
referred to in this Agreement are incorporated herein and made a part hereof by reference. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors in interest, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above-written.

**ASSIGNOR**  
AVLS, INC.

By:   
Name: Mark L. Anderson  
Title: President

**ASSIGNEE**  
MARK L. ANDERSON

By:   
Name: Mark L. Anderson

Subscribed and sworn to before me  
this 6<sup>th</sup> day of May 2007.

Sharon K. Vandenberg

Notary Public

State of Wisconsin

My Commission Expires: December 14, 2008

**SCHEDULE A**

Trademarks  
VISUAL VET  
PROFILES  
PETCOM  
PETCOM  
AVLS

Application No.  
75/196,371  
75/196,370  
75/281,105  
76/072,796  
75/281,141

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