

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
BLITZ U.S.A., INC.		01/11/2007	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Bergan, LLC
Street Address:	2402 Industrial Parkway
City:	Miami
State/Country:	OKLAHOMA
Postal Code:	74354
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2206461	POUR-N-STOR
Registration Number:	2207639	DIN-R-TIME
Registration Number:	2963597	OUT-BAK
Registration Number:	2374645	AUT-O-DINE
Registration Number:	2661213	BLITZ PET LINER A GENUINE BUILT PRODUCT
Registration Number:	2642208	PETITE GOURMET
Registration Number:	2642210	ELITE GOURMET
Registration Number:	2858558	OUT-POST
Registration Number:	2872343	NEVER DRY
Registration Number:	2827541	SIGHTSEER
Registration Number:	2882742	SMALL TREASURES
Registration Number:	2995604	BLITZ DOUBLE SCRATCH
Registration Number:	3056433	STARCHASER
Registration Number:	3137200	CONNECT-A-BOWL

CH \$390.00 2206461

Serial Number: 78814119 SMART STORAGE

CORRESPONDENCE DATA

Fax Number: (816)474-9057
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 816-474-9050
Email: cdw@hoveywilliams.com
Correspondent Name: Andrew G. Colombo/Hovey Williams LLP
Address Line 1: 2405 Grand Blvd.
Address Line 2: Suite 400
Address Line 4: Kansas City, MISSOURI 64108

ATTORNEY DOCKET NUMBER:	AGC/BLITZ/G36/2652.288
NAME OF SUBMITTER:	Andrew G. Colombo
Signature:	/Andrew G. Colombo/
Date:	07/30/2007

Total Attachments: 8
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Trademark Assignment

This Trademark Assignment is made effective this 1st day of October, 2006, by and between Blitz, U.S.A., Inc., an Oklahoma corporation (hereinafter, "Assignor"), and Bergan, LLC, an Oklahoma limited liability company (hereinafter, "Assignee").

WHEREAS, attached hereto as Exhibit "A" is a schedule of trademarks (hereinafter, collectively the "Trademarks").

WHEREAS, Assignor is the sole and exclusive owner of the Trademarks and of all rights in the same.

WHEREAS, on even date herewith, Assignor formed a subsidiary named Bergan, LLC, and Assignor desires to transfer and Assignee desires to obtain the entire right, title, and interest in and to the Trademarks, including the registrations and/or applications for such Trademarks and all common law rights that exist with regard to any such Trademark not registered or not the subject of an active registration, together with the goodwill of the business symbolized by such Trademarks.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

ASSIGNMENT. In consideration of the formation of a subsidiary of Blitz, U.S.A., and issuance of all membership interests in Bergan, LLC to Blitz U.S.A., Inc., and other valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, including the registrations and/or applications for such Trademarks and all common law rights that exist with regard to any such Trademark not registered or not the subject of an active registration, together with the goodwill of the business symbolized by such Trademarks, including claims for damages by reason of past infringement of said marks, with the right to sue and collect therefor.

COOPERATION. Assignor agrees that it will at any time on request execute and deliver any and all papers that may be necessary or desirable to perfect the title in Assignee to the Trademarks, including the registrations and/or applications for such Trademarks and all common law rights that exist with regard to any such Trademark not registered or not the subject of an active registration, together with the goodwill of the business symbolized by such Trademarks in Assignee. Assignor further agrees that it will at any time on request communicate to Assignee any facts relating to the Trademarks or the history of the same and testify as to the same in any interference or other litigation when requested so to do.

REPRESENTATION AND WARRANTY. Assignor represents and warrants that it has full right to convey the interest assigned by this agreement, and that it has not executed and will not execute any agreement in conflict with this assignment.

EXHIBIT "A"

DOCKET NO.	MARK	SERIAL NO. REG. NO.	STATUS
20409	DRINK-N-DINE	Ser 73/812,233 Fld 7-13-1989 Reg 1,582,601 Iss 2-13-1990	Abandoned
23217	LOT-A-WATA	Ser 73/471,415 Fld 3-21-1984 Reg 1,342,720 Iss 6-18-1985	Abandoned
25511	POUR-N-STOR	Ser 75/234,745 Fld 2-3-1997 Reg 2,206,461 Iss 12-1-1998	Issued
25595	AUTO-WATA	Ser 75/269,140 Fld 4-4-1997 Reg 2,160,306 Iss 5-26-1998	Cancelled
25748	DIN-R-TIME	Ser 75/288,166 Fld 5-7-1997 Reg 2,207,639 Iss 12-1-1998	Issued
25769	OUT-BAK	Ser 76/435,562 Fld 07-29-2002 Reg 2,963,597 Iss 06-28-2005	Issued

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DOCKET NO.	MARK	SERIAL NO. REG. NO.	STATUS
26881	BLITZ TIMBERZ	Ser 75/570,867 Fld 10-15-1998 Reg 2,409,265 Iss 11-28-2000	Cancelled
26994	AUT-O-DINE	Ser 75/641,921 Fld 2-17-1999 Reg 2,374,645 Iss 8-8-2000	Issued
27227	TRAVEL-DINE	Ser Fld	Closed
27399	POTTERZ PAL	Ser 75/743,862 Fld 7-6-1999 Reg 2,453,961 Iss 5-22-2001	Cancelled
27639	MUL-T-BIRD	Ser 75/794,020 Fld 9-7-1999 Reg 2,589,047 Iss 7-2-2002	Cancelled
27045	BLITZ A GENUINE BUILT PRODUCT PET LINER (AND DESIGN)	Ser 75/910,836 Fld 2-7-2000 Reg 2,661,213 Iss 12-17-2002	Issued

TRADE MARK

EXHIBIT "A"

DOCKET NO.	MARK	SERIAL NO. REG. NO.	STATUS
30156	BIO-AVIAN	Ser 75/051,917 Fld 2-1-1996 Reg 2,089,999 Iss 8-19-1997	Cancelled
30157	BIO-BIRDFEEDER	Ser 75/051,913 Fld 2-1-1996 Reg 2,089,998 Iss 8-19-1997	Cancelled
30158	BIO-BIRDFOOD	Ser 75/051,906 Fld 2-1-1996 Reg 2,092,109 Iss 8-26-1997	Cancelled
30159	BIO-BIRDHOUSE	Ser 75/607,816 Fld 12-7-1994 Reg 1,933,212 Iss 11-7-1995	Cancelled
30160	BIO-BIRDINGKIT	Ser 75/051,909 Fld 2-1-1996 Reg 2,089,997 Iss 8-19-1997	Cancelled
30161	BIO-SONGBIRDHOUSE	Ser 75/443,988 Fld 3-3-1998 Reg 2,228,633 Iss 3-2-1999	Cancelled

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DOCKET NO.	MARK	SERIAL NO. REG. NO.	STATUS
30162	BIO-WINDOWFEEDER	Ser 75/433,986 Fld 3-3-1998 Reg 2,228,632 Iss 3-2-1999	Cancelled
	BIO-KINGDOM	Ser 75/136,421 Fld 07-19-1996	Abandoned
	BIO-KINGDOM AND DESIGN	Ser 75/191,170 Fld 11-01-1996	Abandoned
31423	BLITZ A GENUINE BLITZ BUILT PRODUCT PETWARE	Ser Fld	Closed
31538	PETITE GOURMET	Ser 76/275,353 Fld 6-25-2001 Reg 2,642,208 Iss 10-29-2002	Issued
31539	ELITE GOURMET	Ser 76/275,435 Fld 6-25-2001 Reg 2,642,210 Iss 10-29-2002	Issued
31937	OUT-POST	Ser 76/441,023 Fld 08-16-2002 Reg 2,858,558 Iss 06-29-2004	Issued

EXHIBIT "A"

DOCKET NO.	MARK	SERIAL NO. REG. NO.	STATUS
33095	NEVER DRY	Ser 76/462,058 Fld 10-28-2002 Reg 2,872,343 Iss 8-10-2004	Issued
33513	LUXURY PET STROLLER	Ser 75/827,975 Fld 10-20-1999 Reg 2,412,296 Iss 12-12-2000	Cancelled
33700	SIGHTSEER	Ser 76/517,423 Fld 5-27-2003 Reg 2,827,541 Iss 3-30-2004	Issued
33715	PET TRANZIT	Ser 76/525,207 Fld 06-23-2003	Abandoned
33716	PET TRAVELETTE	Ser 76/525,209 Fld 06-23-2003	Abandoned
34019	SMALL TREASURES	Ser 76/525,208 Fld 06-23-2003 Reg 2,882,742 Iss 9-7-2004	Issued
34293	COLLAR COATS	Ser 76/544,533 Fld 9-15-2003	Abandoned

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DOCKET NO.	MARK	SERIAL NO. REG. NO.	STATUS
34313	BLITZ BIG SCRATCH	Ser 76/550,924 Fld 9-22-2003	Abandoned
34314	BLITZ DOUBLE SCRATCH	Ser 76/546,394 Fld 9-22-2003 Reg 2,995,604 Iss 09-13-2005	Issued
34877	STARCHASER	Ser 78/396,937 Fld 04-06-2004 Reg 3,056,433 Iss 01-31-2006	Issued
36094	CONNECT-A-BOWL	Ser 78/607,582 Fld 04-13-2005 Reg 3,137,200 Iss 08-29-2006	Issued
36980	SMART STORAGE	Ser 78/814,119 Fld 02-14-2006 Reg Iss	Pending