

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bill of Sale

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alan Lee Distributors, Inc.		06/30/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Waggin' Train Worldwide, LLC
Street Address:	1493 Bentley Drive, Suite 101
City:	Corona
State/Country:	CALIFORNIA
Postal Code:	92879
Entity Type:	LTD LIAB JT ST CO: NEVADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77034656	WAGGIN' TRAIN BRAND JERKY STICKS
Serial Number:	77034631	WAGGIN TRAIN BRAND JERKY LINKS
Serial Number:	78580808	WAGGIN' TRAIN BRAND TENDER BITES
Registration Number:	2972824	WAGGIN' TRAIN
Serial Number:	78580769	WAGGIN' TRAIN BRAND JERKY BITES
Registration Number:	3134147	FRESHIES
Registration Number:	2883012	MEAT BLAST
Registration Number:	2864892	ADI PET INC.
Registration Number:	2720139	MEGA-BITES
Serial Number:	78958816	WAGGIN' TRAIN BRAND KABOB'S
Serial Number:	78551878	SUPREME GREEN
Serial Number:	78714981	LIVERBLAST

CORRESPONDENCE DATA

CH \$315.00 77034656

Fax Number: (714)427-7799
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-427-7413
Email: amcnally@swlaw.com
Correspondent Name: Theodore P. Lopez, Snell & Wilmer L.L.P.
Address Line 1: 600 Anton Boulevard, Suite 1400
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	51995-0001
NAME OF SUBMITTER:	Theodore P. Lopez
Signature:	/Theodore P. Lopez/
Date:	08/21/2007

Total Attachments: 3
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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Alan Lee Distributors, Inc., a Texas corporation doing business as ADI Pet, Inc. ("ADI"), for good and valuable consideration received from Waggin' Train Worldwide, LLC, a Nevada limited liability company (the "Company"), pursuant to a Contribution Agreement dated as of June 29, 2007, by and between ADI, Christopher and Leegen Weinberg and the Company (the "Contribution Agreement"), hereby sells, assigns, transfers, conveys, grants and delivers to the Company, its successors and assigns, effective as of the Closing Date, all of ADI's right, title and interest in and to the ADI Assets as defined in the Contribution Agreement, including, without limitation, those trademarks identified on Exhibit A attached hereto, and all associated goodwill. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Contribution Agreement.

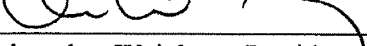
ADI covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the ADI Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of the Company's title to the ADI Assets and, at the request of the Company, to execute and deliver further instruments of transfer and assignment and take such other action as the Company may reasonably request to more effectively transfer and assign to and vest in the Company each of the ADI Assets, all at the sole cost and expense of ADI.

The terms of the Contribution Agreement, including but not limited to ADI's representations, warranties, covenants, agreements and indemnities relating to the ADI Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

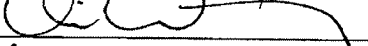
The assignment shall inure to the benefit of the Company and its successors and assigns and shall be binding on ADI and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of this 30th day of June, 2007.

ALAN LEE DISTRIBUTORS, INC.

By: 
Christopher Weinberg, President

WAGGIN' TRAIN WORLDWIDE, LLC

By: 
Name: CHRISTOPHER WEINBERG

Title: Chairman

EXHIBIT A
TRADEMARKS

MARK	SERIAL NO.	REGISTRATION NO./ DATE
WAGGIN' TRAIN®	78/169,389	2,972,824 July 19, 2005
WAGGIN' TRAIN® BRAND JERKY BITES™	78/580,769	3,228,640 April 10, 2007
WAGGIN' TRAIN® BRAND JERKY STICKS™	77/034,656	
WAGGIN' TRAIN® JERKY LINKS™	77/034,631	
FRESHIES®	78/505,590	3,134,147 Aug 22, 2006
MEAT BLAST®	78/169,394	2,883,012 Sept. 7, 2004
ADI PET INC. ®	78/203,626	2,864,892 July 20, 2004
MEGA-BITES®	78/090,909	2,720,139 May 27, 2003
SUPREME GREEN™	78/551,878	
WAGGIN' TRAIN® BRAND TENDER BITES™	78/580,808	
LIVERBLAST™	78/714,981	
WAGGIN' TRAIN® BRAND KABOB'S™	78/958,816	