

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Neeps, Inc.		05/01/2007	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Foster & Smith, Inc.		
<b>Street Address:</b>	2253 Air Park Road		
<b>City:</b>	Rhinelander		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54501-0100		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2943281	ACTIVE K9	
Registration Number:	0293507		
Registration Number:	2789009	VITATONE	
Registration Number:	2491644	THE FERRET STORE	
Registration Number:	2788983	VITAVITE	
Registration Number:	2879146	FERRET STORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414-298-1000		
<b>Email:</b>	mdietz@reinhardtllaw.com		
<b>Correspondent Name:</b>	Michele Dietz		
<b>Address Line 1:</b>	1000 North Water Street		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		

**CH \$165.00 2943281**

ATTORNEY DOCKET NUMBER:	10081
NAME OF SUBMITTER:	Michele Dietz
Signature:	/mld/
Date:	08/22/2007
Total Attachments: 3 source=Neeps Assignment#page1.tif source=Neeps Assignment#page2.tif source=Neeps Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 1<sup>st</sup> 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:

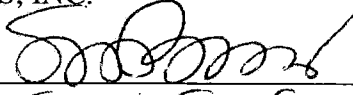
- Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registrations listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto,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

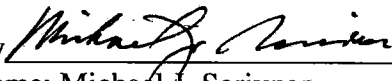
ASSIGNOR:

NEEPS, INC.

By   
Name Scott Sanfilippo  
Title Secretary / Treasurer

ASSIGNEE:

FOSTER & SMITH, INC.

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

APPENDIX A

Assigned Federal Trademark Registrations

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Active K 9	U.S.	2943281	04/19/2005
The Ferret Store.com Logo	U.S.	293507	03/08/2005
Vitavite	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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