

**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>
S&E Innovations		07/27/2007	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Haggerty Enterprises, Inc.		
<b>Street Address:</b>	321 W. Lake St.		
<b>Internal Address:</b>	Unit G		
<b>City:</b>	Elmhurst		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60126		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3064412	LAVARIUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)277-0656		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414-271-6560		
<b>Email:</b>	mkeipdocket@michaelbest.com		
<b>Correspondent Name:</b>	Lori S. Meddings		
<b>Address Line 1:</b>	100 East Wisconsin Avenue		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	043376-9291 US00		
<b>NAME OF SUBMITTER:</b>	Jaime L. Puls		
<b>Signature:</b>	/jaime l. puls/		

OP \$40.00 3064412

Date:

08/28/2007

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**


This Agreement is made by and between S&E Innovations, an Illinois corporation, located at 2704 Falcon Crest, Edwardsville, IL 62025 (hereinafter "Assignor") and Haggerty Enterprises, Inc., an Illinois corporation, located at 321 W. Lake St., Unit G, Elmhurst, IL 60126 (hereinafter "Assignee") on this 27 day of July, 2007 ("Effective Date").

WHEREAS, Assignor owns the trademark LAVARIUM, including the federally registered logo form of the trademark as shown in U.S. Registration No. 3,064,412, a copy of which is attached as Exhibit A hereto (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the Marks, including all right, title and interest thereto, including any and all federal trademark registrations therefore.

1. **Assignment.** Assignor does hereby assign to Assignee all right, title and interest, including but not limited to all registration rights with respect to the Mark, and all goodwill, in and to the Marks.
2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay to Assignee the sum of \$1,000.00, payable within 10 business days of the Effective Date.
3. **Representations and Warranties.** Assignor represents and warrants to Assignee:
  - a. Assignor has the right, power and authority to enter into this Agreement.
  - b. Assignor is the exclusive owner of all right, title and interest in the Marks;
  - c. The Marks are free of any liens, security interests, encumbrances or licenses;
  - d. To the best of Assignor's knowledge, the marks do not infringe the rights of any person or entity;
  - e. There are no claims, pending or threatened, with respect to Assignor's rights in the Marks;
  - f. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

**S&E Innovations**  
("Assignor")

By: 

Title: President, S&E Innovations, Inc

Dated: 7/27/07

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

United States Patent and Trademark Office

Reg. No. 3,064,412

Registered Feb. 28, 2006

TRADEMARK  
PRINCIPAL REGISTER

LAVarium

S&E INNOVATIONS (ILLINOIS CORPORATION)  
2704 FALCON CREST  
EDWARDSVILLE, IL 62025

THE MARK CONSISTS OF STANDARD CHAR-  
ACTERS WITHOUT CLAIM TO ANY PARTICULAR  
FONT, STYLE, SIZE, OR COLOR.

FOR: FISH AQUARIUM, IN CLASS 16 (U.S. CLS. 2,  
5, 22, 23, 29, 37, 38 AND 50).

SN 78-392,098, FILED 3-28-2004.

FIRST USE 11-28-2005; IN COMMERCE 11-28-2005.

ALLISON HOLTZ, EXAMINING ATTORNEY