

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.		09/21/2007	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Waggin' Train Worldwide, LLC		
Street Address:	930 Tahoe Boulevard		
Internal Address:	Suite 802-531		
City:	Incline Village		
State/Country:	NEVADA		
Postal Code:	89541		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77197888	WAGGIN' TRAIN BRAND WOOFFLES	
Serial Number:	77187965	HONEY SMOKED	
Serial Number:	77180493	NO GRAIN, MORE MEAT	
CORRESPONDENCE DATA			
Fax Number:	(714)427-7799		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714.427.7413		
Email:	lholstein@swlaw.com		
Correspondent Name:	Theodore P. Lopez		
Address Line 1:	600 Anton Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	51995-0001		
NAME OF SUBMITTER:	Theodore P. Lopez		

CH \$90.00 77197888

Signature:

/Theodore P. Lopez/

Date:

09/24/2007

Total Attachments: 2

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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Alan Lee Distributions, 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 and trademark applications 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.

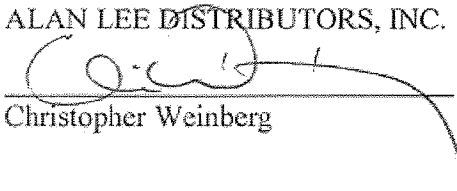
ADI covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the ADI Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of the Company's title to the ADI Assets and, at the request of the 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 21ST day of September, 2007.

ALAN LEE DISTRIBUTORS, INC.



Christopher Weinberg

WAGGIN' TRAIN WORLDWIDE, LLC

By: 
Name: _____
Title: Chairman

Exhibit A

Trademarks

MARK	SERIAL NO.	REGISTRATION NO.
WAGGIN' TRAIN BRAND WOOFFLES	77/197,888	
HONEY SMOKED	77/187,965	
NO GRAIN, MORE MEAT	77/180,493	