

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Bill of Sale		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Christopher Weinberg		09/21/2007	INDIVIDUAL:
Leegenia Weinberg		09/21/2007	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Waggin' Train Worldwide, LLC		
<b>Street Address:</b>	930 Tahoe Boulevard		
<b>Internal Address:</b>	Suite 802-531		
<b>City:</b>	Incline Village		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89541		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77238299	ARCTIC FILLET	
<b>Serial Number:</b>	77200754	WOOFFLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)427-7799		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714.427.7413		
<b>Email:</b>	lholstein@swlaw.com		
<b>Correspondent Name:</b>	Theodore P. Lopez		
<b>Address Line 1:</b>	600 Anton Boulevard		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	51995-0001		
<b>NAME OF SUBMITTER:</b>	Theodore P. Lopez		

CH \$65.00 77238299

Signature:	/Theodore P. Lopez/
Date:	09/24/2007
Total Attachments: 2 source=WBBillofSale#page1.tif source=WBBillofSale#page2.tif	

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Christopher and Leegen Weinberg (collectively, the "Weinbergs"), 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 the Weinbergs, Alan Lee Distributors, Inc., a Texas corporation doing business as ADI Pet, Inc., 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 the Weinbergs' right, title and interest in and to the Weinbergs 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.

The Weinbergs covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Weinbergs Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of the Company's title to the Weinbergs 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 Weinbergs Assets, all at the sole cost and expense of the Weinbergs.

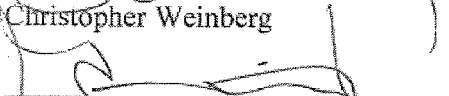
The terms of the Contribution Agreement, including but not limited to the Weinbergs' representations, warranties, covenants, agreements and indemnities relating to the Weinbergs Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, 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 the Weinbergs and their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of this 21<sup>st</sup> day of September, 2007.

THE WEINBERGS

  
\_\_\_\_\_  
Christopher Weinberg

  
\_\_\_\_\_  
Leegen Weinberg

WAGGIN' TRAIN WORLDWIDE, LLC

By:   
\_\_\_\_\_

Name: Leegen Weinberg

Title: Chairman

Exhibit A

Trademarks

MARK	SERIAL NO.	REGISTRATION NO.
ARCTIC FILLET	77/238,299	
WOOFFLES	77/200,754	