

NEW COVER SHEET

Form PTO-1594 (Rev. 07/05)
OMB Collection 0851-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AVLS, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Nebraska
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mark L. Anderson

Internal _____

Address: _____

Street Address: 303 South McKay Avenue

City: Spring Valley

State: Wisconsin

Country: United States Zip: 54767

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Individual Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s):

Execution Date(s) number (2,600,186) previously recorded on June 15, 2007 (see attached)
Re-record to correct registration

- Assignment
- Security Agreement
- Other incorrect registration no. was 2,660,186
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
2,600,186

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PETCOM

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Carol N. Skinner, Skinner and Associates

Internal Address: _____

Street Address: 212 Commercial Street

City: Hudson

State: Wisconsin Zip: 54016

Phone Number: (715) 386-5800

Fax Number: (715) 386-6177

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

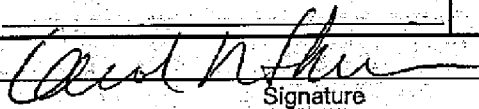
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

7-6-07
Date

Carol N. Skinner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OLD COVER SHEET

Form PTO-1594 (Rev. 07/05)
OMB Collection 0631-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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AVLS, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Nebraska
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 16, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mark L. Anderson

Internal

Address:

Street Address: 303 South McKay Avenue

City: Spring Valley

State: Wisconsin

Country: United States Zip: 54767

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Individual

Citizenship United States
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See attached sheet

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
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Name: Carol N. Skinner, Skinner and Associates

Internal Address:

Street Address: 212 Commercial Street

City: Hudson

State: Wisconsin Zip: 54016

Phone Number: (715) 386-5800

Fax Number: (715) 386-6177

Email Address:

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

6-7-07

Date

Carol N. Skinner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

*Attachment to old
cancel sheet*

REGISTRATION NUMBERS AND IDENTIFICATION OF TRADEMARKS

<u>Registration Number</u>	<u>Trademarks</u>
VISUAL VET	2,121,383
PROFILES	2,142,179
PETCOM	2,223,651
PETCOM	2,660,186
AVLS	2,220,032

ASSIGNMENT

ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT ("Agreement") is entered into as of the 16th day of May, 2007, by and between AVLS, Inc. a Nebraska corporation, having its principal place of business at 3838 North 63rd Street, Lincoln, NE 68507 ("Assignor"), and Mark L. Anderson, a Wisconsin resident, having his principal place of business at 303 South McKay Avenue, Spring Valley, Wisconsin 54767 ("Assignee").

RECITALS

WHEREAS, Assignor has adopted, used and is using the marks listed in Schedule A hereto;

WHEREAS, Assignor has registrations for the marks or applications therefor, as listed in Schedule A;

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to said marks listed in Schedule A, and any and all registrations and applications for registrations pertaining to such marks, together with the goodwill of the business in connection with which said marks are used and which is symbolized by said marks; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee do hereby agree as follows:

1. **Assignment of Rights.** Assignor hereby assigns, sells and transfers unto Assignee all right, title and interest in and to said marks and any and all registrations and applications for registration therefor, together with the good will of the business in connection with which said marks are used and which is symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof.

2. **Consideration for Assignment.** Assignee shall pay Assignor the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor.

3. **Miscellaneous.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties mutually agree that this Agreement contains the final and entire agreement between the parties. This Agreement shall not be changed in its terms by any oral agreement or representation, but only in writing and executed by both parties. The provisions of this Agreement shall be severable. The subject headings of the sections of this Agreement are for convenience only, and will not affect the construction or interpretation of any of its provisions. No failure or delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. Any and all schedules, exhibits and other documents which are attached to and


TRADEMARK

REEL: 003661 FRAME: 0034

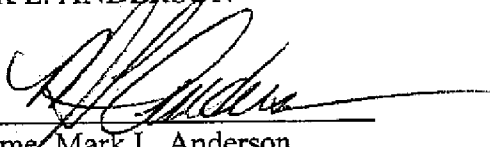
referred to in this Agreement are incorporated herein and made a part hereof by reference. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors in interest, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above-written.

ASSIGNOR
AVLS, INC.

By: 
Name: Mark L. Anderson
Title: President

ASSIGNEE
MARK L. ANDERSON

By: 
Name: Mark L. Anderson

Subscribed and sworn to before me
this 6th day of May 2007.

Sharon K. Vandenberg
Notary Public
State of Wisconsin
My Commission Expires: December 14, 2008

SCHEDULE A

Trademarks
VISUAL VET
PROFILES
PETCOM
PETCOM
AVLS

Application No.
75/196,371
75/196,370
75/281,105
76/072,796
75/281,141