

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Waggin' Train Worldwide, LLC		11/15/2007	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Waggin' Train, LLC
<b>Street Address:</b>	1924 Pearman Dairy Road
<b>City:</b>	Anderson
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29625
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2870720	JERKY TENDERS
Serial Number:	77238299	ARCTIC FILLET
Serial Number:	77200754	WOOFFLES
Registration Number:	2972824	WAGGIN' TRAIN
Registration Number:	3228640	WAGGIN' TRAIN BRAND JERKY BITES
Serial Number:	77034656	WAGGIN' TRAIN BRAND JERKY STICKS
Serial Number:	77034631	WAGGIN TRAIN BRAND JERKY LINKS
Registration Number:	3134147	FRESHIES
Registration Number:	2883012	MEAT BLAST
Registration Number:	2864892	ADI PET INC.
Registration Number:	2720139	MEGA-BITES
Serial Number:	78551878	SUPREME GREEN
Serial Number:	78580808	WAGGIN' TRAIN BRAND TENDER BITES
Serial Number:	78714981	LIVERBLAST

CH \$465.00 2870720

Serial Number:	77197888	WAGGIN' TRAIN BRAND WOOFFLES
Serial Number:	77187965	HONEY SMOKED
Serial Number:	77180493	NO GRAIN, MORE MEAT
Serial Number:	77281388	WAGGIN' TRAIN BRAND JERKY TENDERS

**CORRESPONDENCE DATA**

Fax Number: (212)446-4900

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2129093078

Email: szablocki@kirkland.com

Correspondent Name: Kirkland & Ellis LLP; Att:Susan Zablocki

Address Line 1: 153 East 53rd Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	22355-1
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	11/16/2007

**Total Attachments: 8**

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## ASSIGNMENT OF PROPRIETARY RIGHTS

November 15, 2007

**Waggin' Train Worldwide, LLC**, a Nevada limited liability company, duly organized and existing under the laws of Nevada, ("Assignor"), for good and valuable consideration received from **Waggin' Train, LLC**, a Delaware limited liability company, duly organized and existing under the laws of Delaware, ("Assignee"), pursuant to that Asset Purchase Agreement dated as of November 7, 2007, by and among Assignor, Assignee, Alan Lee Distributors, Inc., doing business as ADI Pet, Inc., Christopher Weinberg and Leegen Weinberg (the "Asset Purchase Agreement"), hereby sell, assign, transfer, convey, grant and deliver to the Assignee, its successors and assigns, effective as of the Closing Date, all of the Assignor's right, title and interest in and to the Proprietary Rights as defined in the Asset Purchase Agreement and, hereby sell, assign, transfer, convey, grant and deliver to the Assignee all of the following which are owned by, issued to, licensed or used by the Assignor, or otherwise used in the Business as of the Closing Date:

1) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) including, but not limited to, those listed in Exhibit A attached hereto, and any reissue, continuation, continuation in part, division, extension or reexamination thereof;

2) trademarks, trade names, service marks (registered or unregistered) and trade dress, together with all goodwill associated therewith, and all translations, adaptations, derivations and combinations of the foregoing (and all logos and designs related to the foregoing), fictitious business names, slogans, Internet domain names and rights in telephone numbers, product goodwill and indications of origin, together with all translations, adaptations, derivations, and combinations of any of the foregoing, and all applications, registrations and renewals pertaining to any of the foregoing, and all goodwill associated therewith, including, but not limited to, those listed in Exhibit A attached hereto;

3) trade secrets and know-how and all other proprietary and other non public information (including the right to limit or control the use or disclosure thereof), including discoveries, improvements, ideas, know how, related formulas, methodologies, processes and techniques, research and development information, drawings, specifications, designs, plans, proposals and technical data and manuals, specifications, customer lists, mailing and supplier lists, pricing and cost information, including, but not limited to, those listed in Exhibit A attached hereto;

4) all technology and computer programs, software, data, databases, data compilations and data collections (including source code, object code, executable code, programming tools, drawings, and specifications) (whether embodied in software, firmware or otherwise), documentation, designs, files, net lists, records, tools, including technical data, including, but not limited to, those listed in Exhibit A attached hereto; and

5) all copyrights (including mask work rights) and works of authorship, including all writings, artwork, clipart, web art, web sites, sounds, graphics, photographs, animations, images,

designs, mask works or other works, and all registrations, applications and renewals in connection therewith, including, but not limited to, those listed in Exhibit A attached hereto;

along with all of the Assignor's interest in income, royalties, damages and payments accrued, due or payable as of the Closing Date or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world (the "Intellectual Property Assets").

Assignor covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Proprietary Rights and the Intellectual Property Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of the Assignee's title to the Proprietary Rights and the Intellectual Property Assets and, at the request of the Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as the Assignee may reasonably request to more effectively transfer and assign to and vest in the Assignee each of the Proprietary Rights and the Intellectual Property Assets, all at the sole cost and expense of the Assignee.

The terms of the Asset Purchase Agreement, including but not limited to the Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assignor's Proprietary Rights, are incorporated herein by this reference, and shall apply to the Intellectual Property Assets. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Asset Purchase Agreement.

The Assignment shall inure to the benefit of the Assignee and its successors and assigns and shall be binding on the Assignee and its successors and assigns.

\* \* \* \* \*

[The remainder of this page has been intentionally left blank.]

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

**WAGGIN' TRAIN WORLDWIDE, LLC**

By: 

Name: Christopher Weinberg  
Title: Chief Executive Officer and Co-  
Chariman

**WAGGIN' TRAIN LLC**

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

Name: Jerry Peters  
Title: Chief Executive Officer

*[Signature Page - Assignment of Proprietary Rights]*

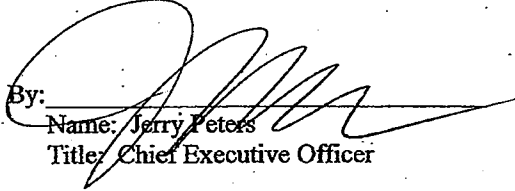
**TRADEMARK**  
**REEL: 003661 FRAME: 0677**

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

**WAGGIN' TRAIN WORLDWIDE, LLC**

By: \_\_\_\_\_  
Name: Christopher Weinberg  
Title: Chief Executive Officer and Co-Chariman

**WAGGIN' TRAIN LLC**

By:   
Name: Jerry Peters  
Title: Chief Executive Officer

*[Signature Page - Assignment of Proprietary Rights]*

**EXHIBIT A**

**U.S. Letters Patent**

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
United States	D514,278	Feb 7, 2006	<b>Pet Chew</b>

**U.S. Patent Applications**

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
United States	60/491,880	8/01/2003	<b>Animal Chew Toy</b>
United States	11/144,953	6/02/2005	<b>Edible Pet Chew</b>
United States	11/161,007	7/19/2005	<b>Animal Chew Toy</b>
United States	29/252,470	01/23/2006	<b>Pet Chew</b>
United States	29/252,444	01/23/2006	<b>Pet Chew</b>
United States	10/781,201	02/17/2004	<b>Animal Chew Toy</b>
United States	11/307,477	02/09/2006	<b>Animal Chew Toy</b>

**Trademarks**

<u>Country</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u> <u>Registration Date</u>
United States	<b>JERKY TENDERS</b>	78/206,464	2,870,720 (Supplemental) August 8, 2004
United States	<b>ARCTIC FILLET</b>	77/238,299	
United States	<b>WOOFFLES</b>	77/200,754	
United States	<b>WAGGIN' TRAIN®</b>	78/169,389	2,972,824 July 19, 2005
United States	<b>WAGGIN' TRAIN® BRAND JERKY BITES™</b>	78/580,769	3,228,640 April 10, 2007
United States	<b>WAGGIN' TRAIN® BRAND JERKY STICKS™</b>	77/034,656	
United States	<b>WAGGIN' TRAIN® JERKY LINKS™</b>	77/034,631	
United States	<b>FRESHIES®</b>	78/505,590	3,134,147 Aug 22, 2006
United States	<b>MEAT BLAST®</b>	78/169,394	2,883,012 Sept. 7, 2004
United States	<b>ADI PET INC. ®</b>	78/203,626	2,864,892 July 20, 2004



United States	<b>MEGA-BITES®</b>	78/090,909	2,720,139 May 27, 2003
United States	<b>SUPREME GREEN™</b>	78/551,878	
United States	<b>WAGGIN' TRAIN® BRAND TENDER BITES™</b>	78/580,808	
United States	<b>LIVERBLAST™</b>	78/714,981	
United States	<b>WAGGIN' TRAIN BRAND WOOFFLES</b>	77/197,888	
United States	<b>HONEY SMOKED</b>	77/187,965	
United States	<b>NO GRAIN, MORE MEAT</b>	77/180,493	
United States	<b>WAGGIN' TRAIN BRAND JERKY TENDERS</b>	77/281388	
Australia	<b>FRESHIES</b>	1052701	1052701 April 28, 2005
Australia	<b>JERKY BITES</b>	1052704	
Australia	<b>JERKY TENDER</b>	1052705	
Australia	<b>MEAT BLAST</b>	1052702	1052702 April 28, 2005
Australia	<b>WAGGIN TRAIN</b>	1052708	1052708 April 28, 2005

### DOMAIN NAMES

Domain Name	Account Number	Name Servers	Expires
Adipet.com	20305107	ns55.worldnic.com, ns56.worldnic.com	June 28, 2015
Waggintrainbrand.com	20305107	ns67.worldnic.com, ns68.worldnic.com	July 24, 2013

### SOFTWARE

None.