

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virbac Corporation		04/11/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sergeant's Pet Care Products, Inc.		
Street Address:	2625 South 158th Plaza		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68130		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2107765	TICK ARREST	
Registration Number:	2153421	EAR CLEAR	
CORRESPONDENCE DATA			
Fax Number:	(713)437-5306		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(713) 221-1112		
Email:	michael.samardzija@bgllp.com		
Correspondent Name:	Michael S. Samardzija		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
ATTORNEY DOCKET NUMBER:	085882.000037 2107765		
NAME OF SUBMITTER:	Michael R. Samardzija		
Signature:	/michael r. samardzija/		
Date:	04/17/2008		

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Total Attachments: 5

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**ASSIGNMENT OF TRADEMARKS
(UNITED STATES)**

This Assignment of Trademarks (the "Assignment") dated effective as of January 1, 2008, is by and between Virbac Corporation, a Delaware corporation ("Assignor"), and Sergeant's Pet Care Products, Inc., a Nevada corporation (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement dated effective as of January 1, 2008 (the "Asset Purchase Agreement"), by and between the Assignor and the Assignee, Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the Trademarks included in the Division Intellectual Property and related to the License and Supplied Products (capitalized terms used but not defined herein have the meaning provided in the Asset Purchase Agreement); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor and the Assignee have agreed to execute this Assignment and deliver it to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any Encumbrances, all right, title and interest in and to the Trademarks included in the Division Intellectual Property and related to the License and Supplied Products as described on Attachment A hereto, together with the goodwill of the business symbolized by the Trademarks, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

2. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record this Assignment and hereby represents and warrants that the Assignor has the full right to convey the entire interest herein assigned.

3. The Assignor hereby covenants and agrees that the Assignor will, at any time, upon reasonable request, execute and deliver any and all papers, and take any and all reasonable actions, that may be necessary or desirable to perfect the title of the Trademarks to the Assignee, its successors or assigns, without further compensation but at the expense of the Assignee, its successors or assigns, with respect to Assignor's reasonable out-of-pocket costs.

4. This instrument is executed and delivered pursuant to the terms and conditions of the Asset Purchase Agreement, including but not limited to, the representations and warranties made by the Assignor therein. In the event of any ambiguity or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall prevail.

5. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee. No provision of

this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the Assignor and the Assignee and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

ASSIGNOR:

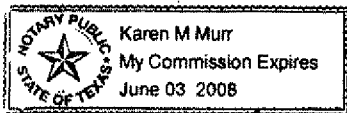
VIRBAC CORPORATION

By: 
Dr. Erik R. Martinez
President and Chief Executive Officer

THE STATE OF TEXAS§

COUNTY OF TARRANT§

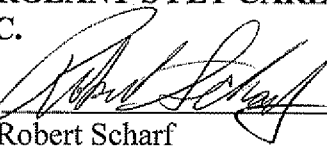
BEFORE ME, the undersigned authority, on this 11th day of April, 2008, personally appeared Dr. Erik R. Martinez, acting on behalf of Virbac Corporation, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.




NOTARY PUBLIC, STATE OF TEXAS

ASSIGNEE:

**SERGEANT'S PET CARE PRODUCTS,
INC.**

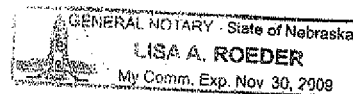
By: 
Robert Scharf
President and Chief Executive Officer

THE STATE OF Nebraska §

COUNTY OF Douglas §

BEFORE ME, the undersigned authority, on this __ day of April, 2008, personally appeared Robert Scharf, acting on behalf of Sergeant's Pet Care Products, Inc., a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.


NOTARY PUBLIC, STATE OF Nebraska



**ATTACHMENT A
TRADEMARKS**

	Status	Trademark	App. No.	Country	Filing Date	Owner	Reg. No.	Reg. Date
1.	Registered	EAR CLEAR	75173518	USA	9/30/96	Virbac Corporation	2153421	4/28/98
2.	Registered	TICK ARREST	75043222	USA	1/16/96	Virbac Corporation	2107765	10/21/97