

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
SP Holdings LLC		01/29/2008	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	BrightHeart Holdings, LLC		
Street Address:	Two Greenwich Office Park, Second Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77368787	SOUTHPAWS	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0853		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214.651.5248		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Haynes and Boone LLP		
Address Line 1:	901 Main Street		
Address Line 2:	Suite 3100		
Address Line 4:	Dallas, TEXAS 75202-3789		
ATTORNEY DOCKET NUMBER:	38167.28		
NAME OF SUBMITTER:	David Bell		
Signature:	/David Bell/		

CH \$40.00 77368787

Date:

04/29/2008

Total Attachments: 2

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source=BrightHeart Holdings#page2.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Agreement*") is effective as of January 29, 2008, by and between SP Holdings LLC, a Virginia limited liability company, d/b/a Southpaws Veterinary Specialists and Emergency Center (the "*Grantor*"), and BrightHeart Holdings, LLC, a Delaware limited liability company (the "*Grantee*").

WHEREAS, Grantor is the owner of the trademark SOUTHPAWS and Design, including U.S. Trademark Application No. 77/368,787 therefor (the "*Trademark*");

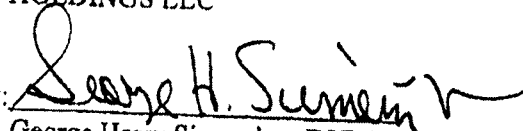
WHEREAS, Grantee is desirous of acquiring the Trademark and Grantor is willing to assign it to Grantee pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

1. **Assignment.** Grantor hereby assigns, transfers and conveys to Grantee all of Grantor's right, title and interest in and to the Trademark, in the United States and elsewhere, including the right to sue for past infringement, together with the goodwill of the business symbolized by the Trademark.

2. **Binding Effect.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

SP HOLDINGS LLC

By: 
George Harry Siemering, DVM, Member

BRIGHTHEART HOLDINGS, LLC

By: _____
Howard E. Rubin
Chief Executive Officer

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SP HOLDINGS LLC

By: _____
George Harry Siemering, DVM, Member

BRIGHTHEART HOLDINGS, LLC

By: Howard E. Rubin
Howard E. Rubin
Chief Executive Officer