

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Concept Laboratories, Inc.		05/14/2007	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
Name:	Janice Barton		
Street Address:	51 Meadow Drive		
City:	East Aurora		
State/Country:	NEW YORK		
Postal Code:	14052		
Entity Type:	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2761412	PET MD	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(716)856-6499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	716-852-3800		
Email:	sfox@creativelawyer.com		
Correspondent Name:	Steven S. Fox		
Address Line 1:	14 Lafayette Square, Suite 1410		
Address Line 4:	Buffalo, NEW YORK 14203		
ATTORNEY DOCKET NUMBER:	BARTON AGREEMENT		
NAME OF SUBMITTER:	steven fox		
Signature:	/steven fox/		
Date:	06/25/2008		

OP \$40.00 2761412

Total Attachments: 2

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LETTER OF AGREEMENT

This Trademark and Domain Name Agreement entered into \_\_\_\_\_ is between Janice Barton dba Sterling Worldwide of 51 Meadow Drive, East Aurora, New York 14052 and Concept Laboratories, Inc. of 1400 W. Wabansia Street, Chicago, Illinois 60622.

Whereas, Concept Laboratories, Inc. owns the trademark for PET MD for pet grooming products, namely pet shampoo, pet lotions, pet hair conditioners, pet creams, pet odor removers and pet stain removers, as well as medicated products for same, and

Whereas, Janice Barton dba Sterling Worldwide, owns the registration of the domain names petmd.org, petmd.tv, and petmd.mobi,

Now, Concept Laboratories, Inc. and Janice Barton dba Sterling Worldwide, agree to the following:

1. Grant of Trademark Use. Concept Laboratories, Inc. grants Janice Barton dba Sterling Worldwide the right, privilege and exclusive right to use the trademark, PETMD, in connection with petmd websites including petmd.org, petmd.tv, and petmd.mobi ("the Business"). Concept Laboratories, Inc. represents and warrants that it owns the trademark, PETMD.
2. Grant of Domain Use. Janice Barton dba Sterling Worldwide grants Concept Laboratories, Inc. the right, privilege and opportunity to feature its products (which can be rotated monthly and linked) on the petmd.org website, no less than a 1 1/2" square on the sides or bottom (TBD by SWW) of the website opening page. No other use by Concept Laboratories, Inc., unless agreed to in writing, of the domain is provided
3. Term of Trademark And Domain Use. Concept Laboratories, Inc. grants Janice Barton dba Sterling Worldwide the indefinite use of trademark, PETMD and Janice Barton dba Sterling Worldwide provides Concept Laboratories, Inc. indefinite use to feature its products on petmd.org.
4. Exclusivity. While Janice Barton dba Sterling Worldwide grants Concept Laboratories, Inc. the opportunity to feature its products, but does not preclude Sterling Worldwide from featuring information, content, products and services of others. While Concept Laboratories, Inc. grants Janice Barton dba Sterling Worldwide the exclusive use of the PETMD trademark for the "Business" websites, it does not preclude Concept Laboratories, Inc from use of the name for any product it develops or markets with its co-packer customers or itself.
5. Terms of Payment. Since both parties benefit from this agreement, neither party will be responsible for payment of any kind to the other party.

6. Confidentiality. Both parties agree to protect and maintain the confidentiality of any and all confidential data and information acknowledged or received by each.

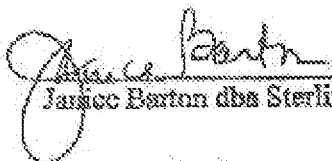
7. Indemnification.

Janice Barton dba Sterling Worldwide shall indemnify and hold harmless Concept Laboratories, Inc. and its officers, directors, stockholders, employees, customers and agents from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, costs and expenses arising out of or in connection with any information, services or products (other than Concept Laboratories, Inc.) that are featured on the website.

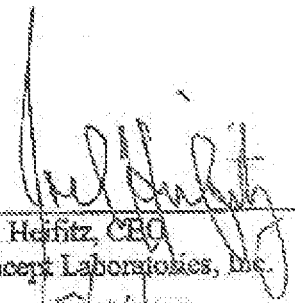
Concept Laboratories, Inc. shall indemnify and hold harmless Janice Barton dba Sterling Worldwide and its officers, directors, stockholders, employees, customers, advertisers, and agents from and against any and all losses, product performance claims and lawsuits, damages, liabilities, obligations, penalties, judgments costs and expenses arising out of or in connection with any information, services or products offered or marketed by Concept Laboratories, Inc. itself, its agents or customers.

8. Should Janice Barton dba Sterling Worldwide incorporate as an "S" Corporation, this agreement shall then be between Sterling Worldwide, Inc. and Concept Laboratories, Inc.

9. While not anticipated, in the event that a dispute should arise out of this agreement, it shall be heard and determined in the State of New York and the prevailing party (s) shall be entitled to reasonable attorney's fees and costs as may be determined by the Court or an arbitrator.

  
Janice Barton dba Sterling Worldwide

Date 5/17/07

  
Joel Herzitz, CEO  
Concept Laboratories, Inc.

Date 5/14/07