

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|-----------------------|
| FURminator, Inc. | | 09/10/2008 | CORPORATION: MISSOURI |
| FURGOPet, Inc. | | 09/10/2008 | CORPORATION: MISSOURI |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------|
| Name: | FM Acquisition Corp |
| Street Address: | 1638 Headland Drive |
| City: | Fenton |
| State/Country: | MISSOURI |
| Postal Code: | 63026 |
| Entity Type: | CORPORATION: INDIANA |

PROPERTY NUMBERS Total: 20

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------------|
| Registration Number: | 3238141 | FURMINATOR |
| Registration Number: | 2965342 | FURMINATOR |
| Registration Number: | 3436938 | LOVE YOUR PET, HATE THE SHEDDING? |
| Serial Number: | 77546252 | FURMINATOR SHED-LESS TREATMENT |
| Serial Number: | 77545265 | FURGOPET |
| Serial Number: | 77545253 | FURGOCAT |
| Serial Number: | 77545289 | FURGODOG |
| Serial Number: | 77211056 | GROOMNVAC |
| Serial Number: | 77366844 | THE FURMINATOR FOUNDATION |
| Serial Number: | 77061581 | SPRAYNGROOM |
| Serial Number: | 77211047 | |
| Serial Number: | 77426019 | |
| Serial Number: | 77426025 | |

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|----------------|----------|----------------------|
| Serial Number: | 77211069 | BECAUSE SHED HAPPENS |
| Serial Number: | 77426013 | |
| Serial Number: | 77426031 | |
| Serial Number: | 78680704 | DESHEDDING |
| Serial Number: | 77211063 | FURGOPET |
| Serial Number: | 78936198 | FURGOCAT |
| Serial Number: | 78936206 | FURGODOG |

CORRESPONDENCE DATA

Fax Number: (317)637-7561
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 317-634-3456
Email: tjcole@uspatent.com
Correspondent Name: Troy J. Cole
Address Line 1: 111 Monument Circle, Suite 3700
Address Line 4: Indianapolis, INDIANA 46204-5137

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 31228-3 |
| NAME OF SUBMITTER: | Erica Clark |
| Signature: | /Erica Clark/ |
| Date: | 09/10/2008 |

Total Attachments: 7
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TRADEMARK ASSIGNMENT

FURminator, Inc., of 1638 Headland Drive, Fenton, Missouri 63026, and
FURGOPet, Inc., of 1638 Headland Drive, Fenton, Missouri 63026,

hereafter referred to as the "Assignors," either singularly or collectively (partially or wholly) as appropriate, are the owners of the United States and foreign registered trademarks and trademark applications listed in Schedule A, attached hereto, and the goodwill associated therewith, hereinafter referred to as the "Properties."

On this day, 09 - 10 - 2008 (DD-MM-YYYY) for good, valuable and sufficient consideration to the Assignors, the receipt of which is hereby acknowledged, the Assignors do hereby sell, assign and transfer unto FM Acquisition Corp. having a principal place of business at 1638 Headland Drive, Fenton, Missouri 63026, hereinafter referred to as the "Assignee," all of the entire worldwide right, title and interest in, to and under the Properties, together with the goodwill of the business symbolized by the Properties, in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignors' attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Properties to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignors if this Assignment and sale had not been made, the above, including items (a) through (c), hereinafter referred to as the "Properties and Related Rights."

The Assignors hereby COVENANT AND WARRANT that the Assignors have not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that Assignee is the successor in interest to Assignors' businesses or to that portion of such businesses to which each of the Properties pertain, that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Properties and Related Rights has been made to any party by the Assignors, and that the full right and authority to convey the Properties and Related Rights as herein expressed is possessed by the Assignors, either singularly or collectively (partially or wholly) as appropriate.

The Assignors hereby COVENANT AND WARRANT that the Assignors will, without further consideration or payments to the Assignors but at the Assignee's expense, perform the following as relating to the Properties:

- (1) communicate any and all facts and information known to the Assignors respecting the Properties and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Properties for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignors relating to the Properties and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Properties and Related

TRADEMARK ASSIGNMENT

- Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Properties and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignors do hereby agree that any partial waiver of the Assignors' attorney-client rights and privileges as related to the Properties and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignors' attorney-client rights and privileges.

This Assignment embodies the complete agreement between the parties regarding the assignment of the Properties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that the Assignors consent to the courts of Indiana in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of the date of execution by the Assignors.

TRADEMARK ASSIGNMENT

WITNESS Assignor's hand this 10th day of September 20 08.

Angela Porter
Signature of FURminator, Inc. Representative

Angela L. Porter
Printed name of FURminator, Inc. Representative

President
Title of FURminator, Inc. Representative

STATE OF Missouri)
COUNTY OF St. Louis) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

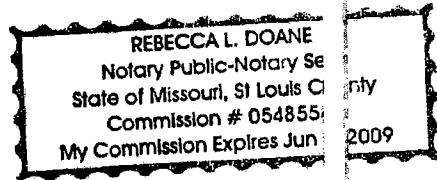
WITNESS my hand and Notarial Seal this 10th day of September, 20 08.

Rebecca L. Doane
Notary Public

Printed Name: Rebecca L. Doane

Resident of St. Louis County

My Commission Expires:
6/4/09



TRADEMARK ASSIGNMENT

WITNESS Assignor's hand this 10th day of September 20 08.

Angela L. Porter
Signature of FURGOPet, Inc. Representative

Angela L. Porter
Printed name of FURGOPet, Inc. Representative

Vice President
Title of FURGOPet, Inc. Representative

STATE OF Missouri)
COUNTY OF St. Louis) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 10th day of September, 20 08.

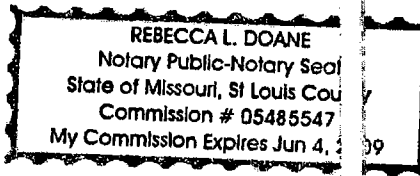
Rebecca L. Doane
Notary Public

Printed Name: Rebecca L. Doane

Resident of St. Louis County

My Commission Expires:

6/4/09



TRADEMARK ASSIGNMENT

WITNESS Assignee's hand this 10th day of September, 2008.

Julianne S. Lis-Milam
Signature of FM Acquisition Corp. Representative

Julianne S. Lis-Milam
Printed name of FM Acquisition Corp. Representative

President
Title of FM Acquisition Corp. Representative

STATE OF INDIANA)
) : SS
COUNTY OF MARION)

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignee who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 10th day of September, 2008.

Michelle O'Brien Hubbard
Notary Public

Printed Name: Michelle O'Brien Hubbard

Resident of Hendricks County



My Commission Expires:
August 6, 2015

TRADEMARK ASSIGNMENT

SCHEDULE A

| Trademarks | | |
|---|--|---------------|
| Country Reg. No./App. Ser. No. | Mark | Status |
| U.S. Registration No. 3,238,141 | FURMINATOR (Stylized and/or with Design) | Registered |
| U.S. Registration No. 2,965,342 | FURMINATOR | Registered |
| U.S. Registration No. 3,436,938 | LOVE YOUR PET, HATE THE SHEDDING? | Registered |
| Canada Registration No. TMA638357 | FURMINATOR | Registered |
| Hong Kong Registration No. 300839539 | FURMINATOR | Registered |
| Madrid Protocol Registration No. 840544 (Netherlands, Austria, Australia, Switzerland, China, Germany, Spain, France, United Kingdom, Italy, Japan, Korea, Sweden, Turkey) | FURMINATOR | Registered |
| Mexico Registration No. 989796 | FURMINATOR | Registered |
| Mexico Registration No. 989797 | FURMINATOR | Registered |
| Taiwan Registration No. 01298947 | FURMINATOR | Registered |
| U.S. Application Serial No. 77/546252 | FURMINATOR SHED-LESS TREATMENT | Pending |
| U.S. Application Serial No. 77/545265 | FURGOPET | Pending |
| U.S. Application Serial No. 77/545253 | FURGOCAT | Pending |
| U.S. Application Serial No. 77/545289 | FURGODOG | Pending |
| U.S. Application Serial No. 77/211,056 | GROOMNVAC | Allowed |
| U.S. Application Serial No. 77/366,844 | THE FURMINATOR FOUNDATION | Pending |
| U.S. Application Serial No. 77/061,581 | SPRAYNGROOM | Pending |
| U.S. Application Serial No. 77/211,047 | Paw Design | Allowed |
| U.S. Application Serial No. 77/426,019 | Yellow Tool Design | Pending |
| U.S. Application Serial No. 77/426,025 | Yellow Tool Design (color only) | Pending |
| U.S. Application Serial No. | BECAUSE SHED HAPPENS | Allowed |

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| 77/211,069 | | |
| U.S. Application Serial No. 77/426,013 | Blue Tool Design | Pending |
| U.S. Application Serial No. 77/426,031 | Blue Tool Design (color only) | Pending |
| U.S. Application Serial No. 78/680,704 | DESHEDDING | Pending |
| U.S. Application Serial No. 77/211,063 | FURGOPET | Allowed |
| U.S. Application Serial No. 78/936,198 | FURGOCAT | Allowed |
| U.S. Application Serial No. 78/936,206 | FURGODOG | Allowed |