

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
Watership Trading Companie		08/18/2008	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Watership Holdings, Inc.
Street Address:	One Morningside Drive North
Internal Address:	Suite 200
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2662926	
Registration Number:	2883528	
Registration Number:	2508601	WATERSHIP TRADING COMPANIE
Registration Number:	2350255	
Registration Number:	2465066	HATS FOR HUMANS
Registration Number:	2511535	WATERSHIP TRADING COMPANIE

CORRESPONDENCE DATA

Fax Number: (303)607-3600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-607-3500
 Email: trademarkdnvr@faegre.com
 Correspondent Name: Joshua A. Smith
 Address Line 1: 1700 Lincoln Street
 Address Line 2: 3200 Wells Fargo Center
 Address Line 4: Denver, COLORADO 80203-4532

TRADEMARK

OP \$165.00 2662926

ATTORNEY DOCKET NUMBER:	75414-367834
NAME OF SUBMITTER:	Joshua A. Smith
Signature:	/Joshua A. Smith/
Date:	09/11/2008
Total Attachments: 4 source=Watership Trademark Assignment#page1.tif source=Watership Trademark Assignment#page2.tif source=Watership Trademark Assignment#page3.tif source=Watership Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated August 18, 2008, by and among Watership Trading Company, a Washington corporation ("Assignor"), Watership Holdings, Inc., a Delaware corporation ("Buyer"), and Greg Frechette and Carol Frechette as guarantors (the "Agreement"), Assignor has assigned to Buyer all of Assignor's right, title, and interest in and to all trademarks, service marks, internet domain names, logos, trade names, trade dress, brand names, model names, corporate names and other source indicators, and all goodwill related thereto that has been used, is used or is held for use in connection with the Business (as defined in the Agreement) including without limitation the trademark applications and registrations set forth on Exhibit A hereto (collectively "Trademarks");

WHEREAS, Buyer now desires Assignor to execute and deliver to Buyer this Trademark Assignment to more fully evidence the assignment of the Trademarks to Buyer;

NOW THEREFORE, for the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. In connection with the transfer of the portion of the Business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Buyer, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation: (1) all registrations and applications therefore and the right to apply for and register the Trademarks, in the United States of America and all other countries and geographic area in the world, together with the goodwill symbolized by the Trademarks; (2) all common law and statutory rights related thereto; (3) all rights of renewal and extension; (4) all rights to bring actions for and settle past, present and future infringement, dilution, misappropriation and unauthorized use claims concerning the Trademarks, and any claims involving injury to goodwill associated with the use of any of the Trademark, in any country or other geographic area in the world; and (5) all rights to receive all proceeds from any of the foregoing, including licenses, royalties income, payments and damages.

2. From time to time, at Buyer's request and without further consideration, Assignor will execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and perform any other acts Buyer may reasonably request in order to more effectively sell, transfer, convey and assign to Buyer all of Assignor's right, title, and interest in and to the Trademarks.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware and the United States of America.

[Signature Block Follows]

Executed as of August 15, 2008.

Assignor:

WATERSHIP TRADING COMPANIE, INC.

By: Carol Frechette
Name: Carol Frechette
Title: President

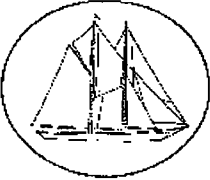
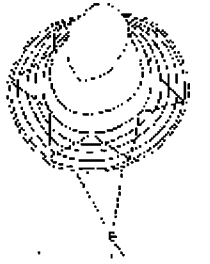


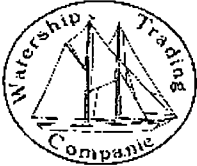
State of Colorado)
County of Arapahoe) ss.

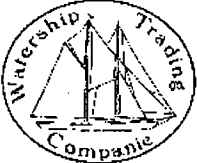
Before me, a Notary Public within and for said County, personally appeared Carol Frechette the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed on this 15th day of August 2008.



Camille Parker
Notary Public

EXHIBIT A

<u>Mark</u>	<u>Reg No</u>	<u>Reg Date</u>
	2662926	December 17, 2002
	2883528	September 14, 2004
	2508601	November 20, 2001
	2350255	May 16, 2000
HATS FOR HUMANS	2465066	July 3, 2001
WATERSHIP TRADING COMPANIE	2511535	November 27, 2001
	European Reg. #: 002845865	October 16, 2003

	Mexican Reg. #: 753,692	June 28, 2002
---	----------------------------	---------------