

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 02/25/2005 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|-----------------------|
| Marketing and Creative Sales, Inc. | | 10/08/2008 | CORPORATION: MISSOURI |

RECEIVING PARTY DATA

| | |
|-------------------|---------------------------------------|
| Name: | Royalty Partners, Limited Partnership |
| Street Address: | 26 Chestnut Street |
| Internal Address: | Suite 2H |
| City: | Andover |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 01810 |
| Entity Type: | LIMITED PARTNERSHIP: MASSACHUSETTS |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2638671 | |

CORRESPONDENCE DATA

Fax Number: (314)231-4342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-345-7009
 Email: woneill@senniger.com
 Correspondent Name: William D. O'Neill
 Address Line 1: 100 N. Broadway
 Address Line 2: 17th Floor
 Address Line 4: St. Louis, MISSOURI 63102

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|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | RPL 4725 |
| NAME OF SUBMITTER: | William D. O'Neill |

CH \$40.00 2638671

Signature:

/wdo/

Date:

10/16/2008

Total Attachments: 1
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Trademark Assignment

1. **WHEREAS**, Marketing and Creative Sales, Inc., a Missouri corporation (hereinafter "Assignor"), owns the following trademark and corresponding U.S. trademark registration relating to such mark:

Dog Design Logo, U.S. Reg. No. 2,638,671

("the Trademark").

2. **WHEREAS**, Royalty Partners, Limited Partnership, a Massachusetts limited partnership (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest of Assignor in the Trademark, and the good will of the business in connection with which said Trademark is used;

3. **NOW THEREFORE**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in hand paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world in and to the Trademark and said registration, together with the good will of the business in connection with which said Trademark is used, and together with full right to sue for and recover all profits and damages recoverable from any past infringements of said Trademark.

4. **TO BE HELD AND ENJOYED BY** Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

5. This is a nunc pro tunc assignment made on this 8 day of October, 2008, and shall be considered to have been made as of the 25th day of February, 2005.

6. **IN WITNESS WHEREOF**, Assignor has caused this Trademark Assignment to be executed by its authorized representative.

MARKETING AND CREATIVE SALES, INC.
a Missouri corporation

By: _____

Name: Rodney Herrenbruck

Title: Vice President