

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
Interpet, LLC		10/01/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Sergeant's Pet Care Products, Inc.		
Street Address:	2625 S 158th Plaza		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68130		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2638972	AP	
Registration Number:	2937015	ALGAE CLEAR	
Registration Number:	3014992	CRYSTAL CLEAR	
Registration Number:	0798479	AQUARI-SOL	
CORRESPONDENCE DATA			
Fax Number:	(402)390-9005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	402-390-9500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta L. Christensen		
Address Line 1:	1125 S 103rd Street		
Address Line 2:	One Pacific Place, Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
ATTORNEY DOCKET NUMBER:	5712-0003 SGT'S		

OP \$115.00 2638972

NAME OF SUBMITTER:	Roberta L. Christensen
Signature:	/rlc/
Date:	10/22/2008
Total Attachments: 5 source=AP_assig#page1.tif source=AP_assig#page2.tif source=AP_assig#page3.tif source=AP_assig#page4.tif source=AP_assig#page5.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") dated effective as of October 1, 2008, is by and between Interpet, LLC, a Maryland limited liability company (the "Assignor"), and Sergeant's Pet Care Products, Inc., a Nevada corporation (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement dated effective as of September 9, 2008 (the "Asset Purchase Agreement"), by and between the Assignor and the Assignee, the Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the trademarks owned by Assignor as of the date of the sale including but not limited to: Aquari-Sol, Crystal Clear, Algae Clear and Aquarium Products (the "Trademarks"), as further described on Attachment A attached hereto (capitalized terms used but not defined herein have the meaning provided in the Asset Purchase Agreement); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor and the Assignee have agreed to execute this Assignment and deliver it to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

2. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record this Assignment and hereby represents and warrants that the Assignor has the full right to convey the entire interest herein assigned.

3. The Assignor hereby covenants and agrees that the Assignor will, at any time, upon reasonable request, execute and deliver any and all papers, and take any and all reasonable actions, that may be necessary or desirable to perfect the title of the Trademarks to the Assignee, its successors or assigns, without further compensation but at the expense of the Assignee, its successors or assigns, with respect to Assignor's reasonable out-of-pocket costs.

4. This instrument is executed and delivered pursuant to the terms and conditions of the Asset Purchase Agreement, including but not limited to, the representations and warranties made by the Assignor therein. In the event of any ambiguity or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall prevail.

5. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee. No provision of

this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the Assignor and the Assignee and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

Execution Version

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

ASSIGNOR:

INTERPET, LLC

By: *P. Lawrence*
Name: Managing Director
Title: P. LAWRENCE

IN THE COUNTY OF SURREY, ENGLAND

BEFORE ME, the undersigned authority, on this first day of October, 2008, personally appeared Peter Lawrence, acting on behalf of Interpet, LLC, a Maryland limited liability company known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed

A J Spiro *A. Spiro*



JUSTICE OF THE PEACE

KINGSTON MAGISTRATES' COURT

GUILDHALL, KINGSTON, KT1 1EU

DALLAS354461

TRADEMARK
REEL: 003874 FRAME: 0796

ASSIGNEE:

SERGEANT'S PET CARE PRODUCTS,
INC.

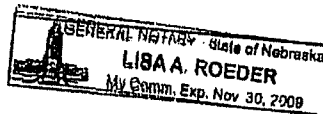
By: Robert Scharf
Name: Robert Scharf
Title: CEO

THE STATE OF Nebraska §

COUNTY OF Douglas §

BEFORE ME, the undersigned authority, on this 2 day of October, 2008, personally appeared Robert Scharf, acting on behalf of Sergeant's Pet Care Products, Inc., a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

Lisa A Roeder
NOTARY PUBLIC, STATE OF Nebraska



**ATTACHMENT A
TRADEMARKS**

	Status	Trademark	App. No.	Country	Filing Date	Owner	Reg. No.	Reg. Date
1.	Registered	Aquari-Sol	72/206810	USA	11/24/64	Interpet, LLC	0798479	11/9/65
2.	Registered	Crystal Clear	78/374548	USA	2/26/04	Interpet, LLC	3014992	11/15/05
3	Registered	Algae Clear	78/282864	USA	6/1/04	Interpet, LLC	2937015	3/29/05
4.	Registered	Aquarium Products logo	76/290409	USA	7/25/01	Interpet, LLC	2638972	10/22/02
5.	Not Registered	Barley Straw Extract		USA		Interpet, LLC		
6.	Not Registered	Clear & Simple		USA		Interpet, LLC		
7.	Not Registered	Eco-Librium		USA		Interpet, LLC		
8.	Not Registered	Euthanase		USA		Interpet, LLC		
9	Not Registered	Gel Tek		USA		Interpet, LLC		
10	Not Registered	Clout		USA		Interpet, LLC		
11	Not Registered	Genesis		USA		Interpet, LLC		
12.	Not Registered	Quick Cure		USA		Interpet, LLC		

WT&P/11815269.4

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