

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Intermix Media, Inc.             |  | 12/05/2007            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Innovative Pet Nutrition LLC   |                       |                       |
| <b>Street Address:</b>           | 43397 Business Park Drive  |                       |                       |
| <b>Internal Address:</b>         | Suite D-5  |                       |                       |
| <b>City:</b>                     | Temecula   |                       |                       |
| <b>State/Country:</b>            | CALIFORNIA   |                       |                       |
| <b>Postal Code:</b>              | 92590  |                       |                       |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: CALIFORNIA  |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:             | 3128950  | VETBALANCE            |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (866)557-1561  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 303-865-3650   |                       |                       |
| <b>Email:</b>                    | scott@kch-law.com  |                       |                       |
| <b>Correspondent Name:</b>       | Scott D. Kumpf   |                       |                       |
| <b>Address Line 1:</b>           | 401 S. Wilcox  |                       |                       |
| <b>Address Line 2:</b>           | Suite 230  |                       |                       |
| <b>Address Line 4:</b>           | Castle Rock, COLORADO 80109  |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Scott D. Kumpf   |                       |                       |
| <b>Signature:</b>                | /Scott D. Kumpf/   |                       |                       |
| <b>Date:</b>                     | 01/06/2009   |                       |                       |

OP \$40.00 3128950

Total Attachments: 2

source=Assignment of TM Rights from Intermix to IPN#page1.tif

source=Assignment of TM Rights from Intermix to IPN#page2.tif

## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Agreement") is entered into effective as of May 1, 2007 (the "Effective Date"), by and between Intermix Media, Inc., ("Assignor"), a Delaware corporation, and Innovative Pet Nutrition, LLC ("Assignee"), a California limited liability company.

Whereas, Assignor is the owner of the VETBALANCE trademark (the "Mark"), United States Registration Number 3,128,950; and

Whereas, Assignee is desirous of acquiring the entire and exclusive rights, title and interest in and to the Mark;

Now, therefore, pursuant to the Purchase Agreement between Alena, LLC a wholly owned subsidiary of Assignor, and Assignee, dated May 1, 2007, and for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all its right, title and interest in and to said Mark, together with the goodwill of the business symbolized by the Mark, and the above identified registration thereof. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Marks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Mark in Assignee, or Assignee's successors and assigns.

This Agreement will be governed by and enforced in accordance with the principles of the laws of the State of California, without giving effect to any conflicts of law principles.

IN WITNESS WHEREOF, Intermix Media, Inc. has caused this Assignment of Trademark Rights to be executed by its duly authorized officer as of the Effective Date.

[Signature Page Follows]

