

TRADEMARK ASSIGNMENT

Electronic 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
CHOMP, INC.		02/02/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Sergeant's Pet Care Products, Inc.		
Street Address:	2625 S 158th Plaza		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68124		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2608949	YIP YAP	
Registration Number:	2811103	PIT'R PAT	
Registration Number:	3008113	SNIFFERS	
Registration Number:	3445990	MAKES ORDINARY KIBBLE EXTRAORDINARY	
Registration Number:	3417407	SHAKE-INS	
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:	5712-0006 SERGEANT'S		

OP \$140.00 2608949

NAME OF SUBMITTER:	Roberta L. Christensen
Signature:	/rlc/
Date:	03/09/2009
Total Attachments: 4 source=Sgt's TM assignment #page1.tif source=Sgt's TM assignment #page2.tif source=Sgt's TM assignment #page3.tif source=Sgt's TM assignment #page4.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") dated effective as of February 2, 2009, is by and between Chomp, Inc, a Massachusetts corporation (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 February 2, 2009 (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 registered trademarks owned by Assignor as of the date of the sale including but not limited to: Yip Yap, Pir Pat, Sniffers, Makes Ordinary Kibble Extraordinary, Shake-ins, Snibbles, and Chompers (collectively 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 Assignor, its successors or assigns.

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

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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.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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:

CHOMP, INC.

By: 

Name: Kenneth C. Meyers

Title: CEO

THE STATE OF MASS. §

COUNTY OF Plymouth §

BEFORE ME, the undersigned authority, on this 19 day of ~~January~~ ^{February}, 2009, personally appeared Ken Meyers, acting on behalf of Chomp, Inc., a Massachusetts 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.


NOTARY PUBLIC, STATE OF MA

Notary Public

Commonwealth of Massachusetts

Elizabeth A. Eisman

My commission expires November 8, 2013

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 18 day of February, 2009, 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



Deborah Mecom
NOTARY PUBLIC, STATE OF _____

**ATTACHMENT A
TRADEMARKS**

	Status	Trademark	App. No.	Country	Filing Date	Owner	Reg. No.	Reg. Date
1	Registered	Yip Yap®	76/182184	USA	11/08/00	Chomp, Inc	2608949	08/20/02
2	Registered	Pit'r Pat®	76/234898	USA	04/03/01	Chomp, Inc	2811103	02/03/04
3	Registered	Sniffers®	76/059930	USA	05/30/00	Chomp, Inc	3008113	10/25/05
4	Registered	Makes Ordinary Kibble Extraordinary®	77/093415	USA	01/29/07	Chomp, Inc	3445990	06/10/08
5	Registered	Shake-ins®	77/237966	USA	07/25/07	Chomp, Inc	3417407	04/29/08

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