

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
Tracy M. St. Pierre		03/02/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Premier Pet Products, LLC		
Street Address:	14201 Sommerville Ct.		
City:	Midlothian		
State/Country:	VIRGINIA		
Postal Code:	23113		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77543280	CHALLENGES DOGS LONGER	
Registration Number:	3357102	HOW SMART IS YOUR DOG?	
Registration Number:	3482027	HI.Q.	
CORRESPONDENCE DATA			
Fax Number:	(913)647-9057		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9136479050		
Email:	tmdocketing.vanhoozer@hoveywilliams.com		
Correspondent Name:	Thomas H. Van Hoozer		
Address Line 1:	10801 Mastin Blvd.		
Address Line 2:	Suite 1000		
Address Line 4:	Overland Park, KANSAS 66219		
ATTORNEY DOCKET NUMBER:	2289.142		
NAME OF SUBMITTER:	Thomas H. Van Hoozer		

CH \$90.00 77543280

Signature:	/Thomas H. Van Hoozer/
Date:	04/27/2009
Total Attachments: 5 source=StPierreAssignment#page1.tif source=StPierreAssignment#page2.tif source=StPierreAssignment#page3.tif source=StPierreAssignment#page4.tif source=StPierreAssignment#page5.tif	

Assignment of Intellectual Property

Pursuant to the Asset Purchase Agreement executed concurrently herewith, and in consideration of the covenants made therein, the receipt and sufficiency of which consideration each party hereto acknowledges, AmosTiago, LLC ("AmosTiago"), a Maine limited liability company, Tracy St. Pierre and Margaret Broucek each an individual and a citizen of the state of Maine (St. Pierre and Broucek each a "Member" and collectively "Members"; AmosTiago, LLC, St. Pierre, Broucek each an "Assignor" and collectively the "Assignors") do hereby assign the Assigned Subject Matter, as defined below, to Premier Pet Products, LLC, a Virginia limited liability company with its principal place of business at 14201 Sommerville Ct., Midlothian, VA 23113 ("Assignee") as of this 2nd day of March, 2009 ("Effective Date"), and as follows:

1. Assigned Subject Matter. The subject matter of this Assignment of Intellectual Property ("Assignment") consists of: all of the intellectual property owned by any of the Assignors, individually with each other or with others, and used by AmosTiago in connection with its business of the design and production of rubber treat dispensing dog toys that have connective components (the "Business"), including all: know how, trade secrets and confidential information; all ideas, discoveries, inventions, discoveries, processes, methods, improvements, designs, specifications as well as all associated patents (including all continuations, continuations in part, divisionals, re-issues and re-examinations); all works of authorship in whatever form and associated copyright interests and moral rights, as well as all associated copyright registrations, renewals and applications for registration; all rights in data and databases; all internet domain names and registrations; all rights in the Internet web site associated with the Business; all trademarks, service marks, combination marks, logos, trade dress, trade names including the name "HI.Q" and the associated logo (excepting only the trade name AmosTiago and other marks, dress, or names not associated with the Business), as well as all associated registrations and applications for registration and all of the goodwill associated with the Business; and any other subject matter cognizable as intellectual property and used in connection with the Business, as well as all causes of action and rights of recovery associated with any and all of the foregoing (collectively the "Seller Intellectual Property"). The Seller Intellectual Property includes but is not limited to all patent, trademarks, copyright and other intellectual property interests listed in Exhibit A hereto, which is incorporated by reference. The Seller Intellectual Property excludes intellectual property of Assignors not used in the Business.


2. Assignment. Assignors hereby jointly and severally assign and agree to assign to Assignee all right, title and interest in and to all Seller Intellectual Property, and Assignee accepts such assignment. To whatever extent moral rights, rights of publicity or other intellectual property rights in the Seller Intellectual Property are, by their nature, incapable of assignment, Assignors hereby irrevocably waive, surrender and forfeit all such rights Assignors may hold in such Seller Intellectual Property.

3. Further Assurances. Assignors each agree to execute additional assignments and documents and take such additional steps as Assignee may reasonably request in order to convey, transfer, assign, register, record in the name of Assignor or waive interests in the Seller Intellectual property Assigned Subject Matter. Assignors further agree to provide Assignor or its successors and assigns with reasonable nonmonetary assistance in the enforcement or defense of its rights in the Seller Intellectual Property.

4. Beneficiaries. This Agreement shall inure to the benefit of the parties and their heirs, successors, assigns, insurers and reinsurers.

IN WITNESS WHEREOF, the parties so agree.

AMOSTIAGO, LLC


Its: President

Acknowledgment

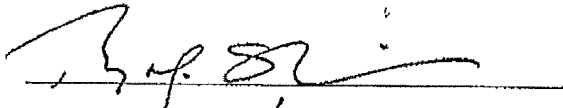
STATE OF MAINE)
CITY/COUNTY OF CUMBERLAND)

On this 2nd day of March, 2009, before me appeared Tracy St. Pierre, the person who signed the foregoing instrument on behalf of the entity associated with her signature, who acknowledged that she signed it as a free act, with the authority of such entity and with the authority to thereby bind such entity.

My commission expires: NANCY K. NEELY
Notary Public, Maine
My Commission Expires December 19, 2014

Nancy K. Neely
Notary Public

TRACY ST. PIERRE (individually)

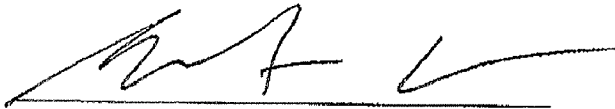


On this 2nd day of March, 2009, before me appeared Tracy St. Pierre, (the person who signed the foregoing instrument, who acknowledged that she signed it as a free act.

My commission expires: NANCY K. NEELY
Notary Public, Maine
My Commission Expires December 19, 2014

Nancy K. Neely
Notary Public

MARGARET BROUCEK (individually)

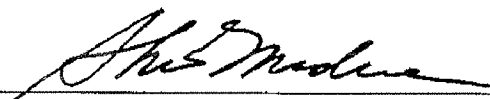


On this ___ day of _____, 2009, before me appeared Margaret Broucek, the person who signed the foregoing instrument, who acknowledged that she signed it as a free act.

My commission expires: NANCY K. NEELY
Notary Public, Maine
My Commission Expires December 19, 2014

Nancy K. Neely
Notary Public

PREMIER PET PRODUCTS, LLC



Its:

CEO

Exhibit A

U.S. Patent #6,941,895 (the "Patent")

All registered names, trademarks, copyrights, domain names, artwork, logos, web pages, etc. associated with HI.Q., and the goodwill associated therewith, in all cases relating to the Business and excluding only Excluded Assets as defined by the Asset Purchase Agreement. The Assets include the domain name www.hiqchallenge.com, and the following marks as well as the associated logos, designs, registrations, application, and goodwill of the business conducted under such marks:

Trademark	Status
HI.Q.	Registered on the principal register. (#3482027) Approved August 5, 2008.
How Smart is Your Dog?	Registered on the principal register. (#3357102) Approved December 18, 2007.
Challenges Dogs Longer	Application pending. Submitted on August 10, 2008. Serial # 7543280. Office Action issued 11/21/08. Response needed within 6 months of issue date.

Two aluminum product molds, each with three sets of mandrels.

One press for removal of Orb mandrel:

Air Cylinder Frame for Orb toy (air cylinder not included)

Urethane Block for Frame

Orb Extraction Tool and Coupling

All right, title and interest in all copyrightable works, in whatever form, print or electronic, of Seller and Members relating to the Business, as well as all associated copyright interests.

HI-Q website and all rights associated with the web site, presently found at the domain name www.hiqchallenge.com, as well as such domain name and the registration thereof.

Complete records, database and database contents of the Business including without limitation books, files and records, print and electronic, of Seller's customers, prospects, vendors and suppliers relating to the distribution of products associated with the Patent.

Print and electronic files of marketing materials, logos, graphics, video masters, etc. relating to HI-Q and distribution of products associated with the Patent.

Inventory of all marketing materials, including DVD's and printed literature relating to HI.Q. and distribution of products associated with the Patent.

ASSIGNED CONTRACTS

Assignment and Release from Alden & Clark Graphic Design