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9/17/2009 1:18:34 PM PAGE 3/006 Fax Server

TO: STACY E. DON COMPANY: 4 PARK PLAZA, SUITE 1600

TRADEMARK ASSIGNMENT

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Stylesheet Version v1.109/15/2009
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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
Sunny Day Distributing, L.L.C.		05/01/2009	LIMITED LIABILITY COMPANY: ALASKA
RECEIVING PARTY DATA			
Name:	Retail Independence, LLC		
Street Address:	PO Box 2367		
City:	Davis		
State/Country:	CALIFORNIA		
Postal Code:	95617		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77670631	PETZOO	
Serial Number:	77670617	ANIMAL FOOD WAREHOUSE	
CORRESPONDENCE DATA			
Fax Number:	(916)329-4900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	916-447-9200		
Email:	ipprosecution@orrick.com, lpartmann@orrick.com		
Correspondent Name:	Stacy E. Don		
Address Line 1:	4 Park Plaza, Suite 1600		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Irvine, CALIFORNIA 92614-2558		
ATTORNEY DOCKET NUMBER:	16755-6000/1640		
NAME OF SUBMITTER:	Stacy E. Don		
Signature:	/Stacy E. Don/		

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9/17/2009 1:18:34 PM PAGE 4/006 Fax Server

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Date:	09/15/2009
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made effective as of May 1, 2009, by Sunny Day Distributing, L.L.C., an Alaska limited liability company ("Seller") to Retail Independence, LLC, a Washington limited liability company ("Purchaser").

WHEREAS, on the date hereof, Seller and Purchaser entered into an Intellectual Property Purchase Agreement (the "Purchase Agreement"). The Purchase Agreement contemplates the execution and delivery of this Assignment in connection with the consummation of the transaction under the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Purchase Agreement, Seller hereby agrees as follows:

Seller hereby assigns unto Purchaser all of Seller's right, title, and interest in and to the trademarks described on Exhibit A (the "Marks"), together with the applications and/or registrations thereof and the goodwill of the business symbolized by the Marks, including all common law rights, and all claims for damages by reason of past infringement of the Marks, with the right to sue and collect for future and past infringement thereof.

This Trademark Assignment has been executed and delivered by Seller as of the date first written above.

SUNNY DAY DISTRIBUTING, L.L.C.
an Alaska limited liability company

Lawrence Tallman

By: Lawrence Tallman
Its: Authorized Member

STATE OF ALASKA)
Third Judicial)
COUNTY OF District) ss.

On May 1st, 2009, before me appeared Lawrence Tallman, authorized member of Seller, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein as being under oath.

Brandi Wood
Notary Public

SEAL



My Commission Expires: 4-18-2011

DB04/811406.0005/1352230.4 MD02

Exhibit A

Trademark Applications

Mark: PETZOO and Design
Application No.: 77,670,631
Application Date: February 13, 2009

Mark: ANIMAL FOOD WAREHOUSE and Design
Application No.: 77,670,617
Application Date: February 13, 2009