

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Virbac Corporation		01/01/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
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		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	1325091	WHEN YOU CARE FOR PETS	
<b>CORRESPONDENCE DATA</b>			
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		
NAME OF SUBMITTER:	Roberta L. Christensen		
Signature:	/rlc/		
Date:	02/08/2010		

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Total Attachments: 5

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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") dated effective as of January 1, 2008, is by and between Virbac Corporation, a Delaware corporation ("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 January 1, 2008 (the "Asset Purchase Agreement"), by and between the Assignor and the Assignee, Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the Trademarks included in the Division Intellectual Property and related to the License and Supplied Products (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 as described on Attachment A hereto, 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 rights assigned hereby include, without limitation all of the Assignor's right to sue and recover for any past, present, and future infringement or unauthorized use of any right or interest in the Trademarks.

3. Assignor hereby authorizes and requests the Commissioner of Patents, Registrar of Trademarks and Chief Executive Officer of the United States Patent and Trademark Office to record this Assignment and hereby represents and warrants that Assignor has the full right to convey the entire interest herein assigned.

4. Assignor agrees to execute any further lawful documents and take any other actions that the Assignee may consider necessary or appropriate to fully protect and vest in the Assignee the assigned rights and interests in the Trademarks and to assist the Assignee in the registration, maintenance, perfection and enforcement of any of the Trademarks.

5. All capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to them in the Asset Purchase Agreement. This Assignment and each of its

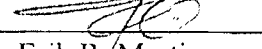
provisions shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee.

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

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:**

**VIRBAC CORPORATION**

By:   
Dr. Erik R. Martinez  
President and Chief Executive Officer

THE STATE OF TEXAS§

COUNTY OF TARRANT§

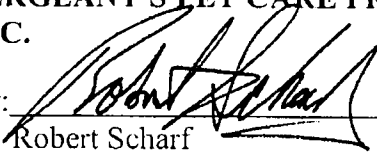
BEFORE ME, the undersigned authority, on this 5<sup>th</sup> day of JANUARY, 2010, personally appeared Dr. Erik R. Martinez, acting on behalf of Virbac Corporation, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



  
NOTARY PUBLIC, STATE OF TEXAS

ASSIGNEE:

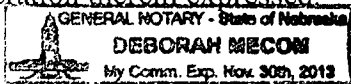
SERGEANT'S PET CARE PRODUCTS,  
INC.

By:   
Robert Scharf  
President and Chief Executive Officer

THE STATE OF Nebraska §

COUNTY OF Douglas §

BEFORE ME, the undersigned authority, on this 2<sup>nd</sup> day of February, 2010, personally appeared Robert Scharf, President and Chief Executive Officer of Sergeant's Pet Care Products, Inc., 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 Nebraska

**ATTACHMENT A  
TRADEMARKS**

Status	Trademark	Reg. No.	Country	Reg Date	Owner	Ser. No.	Filing. Date
Registered	WHEN YOU CARE FOR PETS	1,325,091	USA	03/12/85	Virbac Corporation	73/434,984	07/18/83

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**RECORDED: 02/08/2010**

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