

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
Podelle, LLC		07/07/2010	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Quaker Dog, LLC
Street Address:	10 Belmont Drive South
City:	Roslyn Heights
State/Country:	NEW YORK
Postal Code:	11577
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78944465	FIDO & FLUFFY
Serial Number:	77232656	SAVE MY PLANET
Serial Number:	77232646	SAVE MY PLANET
Serial Number:	77232635	SAVE MY PLANET
Serial Number:	77154809	PET NEW YORK
Serial Number:	77154303	FIFI OF 5TH AVENUE
Serial Number:	77112474	NEW YORK DOG
Serial Number:	77112457	NEW YORK DOG
Serial Number:	76194505	
Serial Number:	76275603	MANHATTAN MUTTS
Serial Number:	76194504	NEW YORK DOG
Serial Number:	76194503	NEW YORK DOG
Serial Number:	77232674	SAVE MY PLANET

CH \$340.00 78944465

CORRESPONDENCE DATA

Fax Number: (212)798-6915
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-326-0831
Email: mshine@pryorcashman.com
Correspondent Name: Teresa Lee
Address Line 1: 7 Times Square, c/o Pryor Cashman LLP
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Teresa Lee
Signature:	/tlee/
Date:	07/09/2010

Total Attachments: 7
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of July 7, 2010, is made by and between Podelle, LLC, a New York limited liability company, having an address at 133 W. 25th Street, Suite 8E, New York, New York 10001 ("Assignor") and Quaker Dog, LLC, a Delaware limited liability company, having an address at 10 Belmont Drive South, Roslyn Heights, New York 11577 ("Assignee").

WHEREAS, subject to the terms and conditions of this Trademark Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the trademark registrations and applications set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registrations and applications (such rights, collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.
3. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.
5. Notwithstanding the rights set forth in Section 1 to this Trademark Assignment, Assignor does not represent or warrant that it has the right or ability to assign, or grant any rights in or to, any Trademarks in any other jurisdiction other than the respective jurisdiction of those trademarks set forth on the attached Schedule A.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment
as of the first date written above.

Podelle, LLC, Assignor

By: Lorraine Podell
Name: Lorraine Podell
Title: Vice-President

IN WITNESS WHEREOF, Assignee has duly executed this Trademark Assignment
as of the first date written above.

Quaker Dog, LLC, Assignee

By: _____
Name: David C. Blatte
Title: Chief Executive Officer

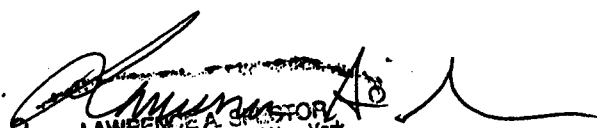
ACKNOWLEDGMENT AND NOTARY

STATE OF NEW YORK)
)
COUNTY OF _____)

On this 7th day of July 2010, before me, a Notary Public in and for the State and County
foresaid, personally appeared Lorraine Podell, known by me to be the person
above named and an officer of Podelle, LLC, who is duly authorized to execute this Domain
Name Assignment on behalf of Podelle, LLC, and who signed and executed the foregoing
instrument on behalf of Podelle, LLC.

[SEAL]

Notary Public:


LAWRENCE A. SPASTOR
NOTARY PUBLIC, State of New York
No. 02884942720
Qualified in Westchester County
Commission Expires June 30, 2011

My Commission Expires:

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment
as of the first date written above.

Podelle, LLC, Assignor

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignee has duly executed this Trademark Assignment
as of the first date written above.

Quaker Dog, LLC, Assignee

By:  _____

Name: David C. Blatte

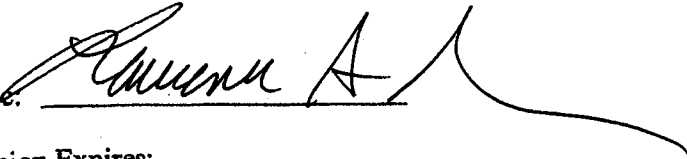
Title: Chief Executive Officer

ACKNOWLEDGMENT AND NOTARY

STATE OF NEW YORK)
)
COUNTY OF _____)

On this 17th day of July 2010, before me, a Notary Public in and for the State and County
foresaid, personally appeared David C. Blatte, known by me to be the person above named and
an officer of Quaker Dog, LLC, who is duly authorized to execute this Trademark Assignment
on behalf of Quaker Dog, LLC, and who signed and executed the foregoing instrument on behalf
of Quaker Dog, LLC.







[SEAL]





Notary Public: 

My Commission Expires: _____

LAWRENCE A. SPLETTON
NOTARY PUBLIC, State of New York
No. 02064828720
Qualified in Westchester County
Commission Expires June 30, 2011

Schedule A
US Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner of Record
FIDO & FLUFFY & Design  Fido & Fluffy	78944465	August 3, 2006	3247594	May 29, 2007	Podelle, LLC
SAVE MY PLANET & Design 	77232656	July 18, 2007	3528562	November 4, 2008	Podelle, LLC
SAVE MY PLANET & Design 	77232646	July 18, 2007	3528561	November 4, 2008	Podelle, LLC
SAVE MY PLANET & Design 	77232635	July 18, 2007	3528560	November 4, 2008	Podelle, LLC
PET NEW YORK & Design PET NEW YORK 	77154809	April 12, 2007	3661346	July 28, 2009	Podelle, LLC
FIFI OF 5 TH AVENUE & Design 	77154303	April 11, 2007	3328981	November 6, 2007	Podelle, LLC

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner of Record
NEW YORK DOG	77112474	February 21, 2007	3333990	November 13, 2007	Podelle, LLC
NEW YORK DOG & Design NEW YORK  dog	77112457	February 21, 2007	3338671	November 20, 2007	Podell, LLC
Design Mark of Dog 	76194505	January 16, 2001	2750914	August 12, 2003	Podelle, LLC
MANHATTAN MUTTS	76275603	June 22, 2001	2608338	August 13, 2002	Podelle, LLC
NEW YORK DOG & Design NEW YORK  dog	76194504	January 16, 2001	2607001	August 13, 2002	Podelle, LLC
NEW YORK DOG	76194503	January 16, 2001	2568675	May 7, 2002	Podelle, LLC
SAVE MY PLANET & Design 	77232674	July 18, 2007	N/A	N/A	Podelle, LLC