

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
Pet Supplies "PLUS"/U.S.A., Inc.		07/24/2010	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	PSP Franchising, LLC
Street Address:	22710 Haggerty Road, Suite 100
City:	Farmington Hills
State/Country:	MICHIGAN
Postal Code:	48335
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	74661206	
Serial Number:	78704165	PET SUPPLIES "PLUS" YOUR PET'S FAVORITE STORE
Serial Number:	74661205	PET SUPPLIES "PLUS"
Serial Number:	74113704	PET SUPPLIES PLUS
Serial Number:	74113703	PET SUPPLIES "PLUS"
Serial Number:	77632088	CANINE "PLUS"
Serial Number:	77632099	FELINE "PLUS"
Serial Number:	77632102	AQUATIC "PLUS"
Serial Number:	77632108	AVIAN "PLUS"
Serial Number:	77632114	CRITTER "PLUS"

CORRESPONDENCE DATA

Fax Number: (248)566-8531
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 248-566-8530

CH \$265.00 74661206

Email: tmdocketing@honigman.com
Correspondent Name: Honigman Miller Schwartz and Cohn LLP
Address Line 1: 38500 Woodward Avenue, Suite 100
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	60876-131840
NAME OF SUBMITTER:	Julie E. Kretzschmer
Signature:	/Julie E. Kretzschmer/
Date:	08/17/2010

Total Attachments: 2
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U.S. TRADEMARK ASSIGNMENT

Effective this 24th day of July, 2010, **PET SUPPLIES "PLUS"/U.S.A., INC.**, a Michigan corporation organized under the laws of the State of Michigan, with an address at 22710 Haggerty Road, Suite 100, Farmington Hills, Michigan 48335 ("Assignor"), assigns to **PSP FRANCHISING, LLC**, a limited liability company organized under the laws of the State of Delaware with an address at 22710 Haggerty Road, Suite 100, Farmington Hills, Michigan 48335 ("Assignee") all of its right, title, and interest in and to the trademarks in Schedule A (collectively, the "Trademark Rights"); and any and all rights and privileges provided under the trademark and other laws of the U.S. and the individual states thereof; and any and all GOODWILL of the business in which the mark may have been used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof.

Assignor DOES HEREBY assign, grant, convey, sell and transfer to Assignee, its entire right, title, and interest in and to the Trademark Rights.

Assignor shall, without further consideration, execute any additional documents as may be reasonably requested by Assignee to prove and record this Assignment. This Assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

EXECUTED as of this 24th day of July, 2010

PET SUPPLIES "PLUS"/U.S.A., INC.,
a Michigan corporation

By: Harvey L. Solway
Harvey L. Solway
President

Schedule A

Mark	Application #	File Date	Reg Date	Registration #
DESIGN ONLY (PET'S)	74/661,206	04/14/1995	03/05/1996	1,960,318
PET SUPPLIES "PLUS" YOUR PET'S FAVORITE STORE	78/704,165	08/31/2005	08/29/2006	3,135,599
PET SUPPLIES "PLUS" & DESIGN	74/661,205	04/14/1995	09/22/1998	2,190,176
PET SUPPLIES PLUS	74/113,704	11/08/1990	09/01/1992	1,712,087
PET SUPPLIES "PLUS" (STYLIZED)	74/113,703	11/08/1990	08/18/1992	1,708,560
CANINE "PLUS"	77/632,088 (ITU)	12/12/2008		
FELINE "PLUS"	77/632,099 (ITU)	12/12/2008		
AQUATIC "PLUS"	77/632,102 (ITU)	12/12/2008		
AVIAN "PLUS"	77/632,108 (ITU)	12/12/2008		
CRITTER "PLUS"	77/632,114 (ITU)	12/12/2008		

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