

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
Gimborn Pet Specialties, LLC		10/20/2010	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Gimborn Pet Specialties LLC
Street Address:	2425 W. Dorothy Lane
City:	Dayton
State/Country:	OHIO
Postal Code:	45439
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Serial Number:	76377547	ARC
Serial Number:	76377546	ARC LABORATORIES
Serial Number:	73360113	AVI.VITE
Serial Number:	73498409	BIRD CAGE DEFENDER
Serial Number:	73111675	CAPTAIN CAT
Serial Number:	74405874	CAT A'ABOUT
Serial Number:	76347147	
Serial Number:	74402314	CAT GRASS PLUS
Serial Number:	76460402	CATNIP PLUS
Serial Number:	75701792	CENTER CUT
Serial Number:	74402316	CHERISHES
Serial Number:	74071070	COMBONE
Serial Number:	74585426	EYE CLEAR
Serial Number:	76434413	FEATHER GLO

OP \$1215.00 76377547

Serial Number:	73123628	FEATHER GLO
Serial Number:	75245415	FLUFF-A-BED
Serial Number:	74454399	GOURMET PET
Serial Number:	78645405	GRASS GEL
Serial Number:	78615865	HOT SPOT
Serial Number:	76140471	KATCHEEZE
Serial Number:	77026888	K-P
Serial Number:	73257873	KWIK-STOP
Serial Number:	77021976	KWIK-STOP
Serial Number:	74402317	NURTURES
Serial Number:	74402318	NUTRIGEL
Serial Number:	74352236	OTI-CLENS
Serial Number:	73258238	OTICARE B
Serial Number:	73258239	OTICLEAN A
Serial Number:	76256374	
Serial Number:	76276609	
Serial Number:	75201129	PRO-TREAT
Serial Number:	77950310	PRO-TREAT RAW NATURALS
Serial Number:	85127210	QUIKKLOT
Serial Number:	76415820	R-7
Serial Number:	73191505	R-7
Serial Number:	76415819	R-7
Serial Number:	77950320	RAW SCIENCE
Serial Number:	73267015	REDI
Serial Number:	74657685	RICH HEALTH
Serial Number:	75646315	RICH HEALTH
Serial Number:	73093446	SCALEX
Serial Number:	76509450	SMALL ANIMAL GRASS PLUS
Serial Number:	76553948	THE ORIGINAL FREEZE DRIED TRAINING TREAT
Serial Number:	71362328	VIONATE
Serial Number:	73607731	VITAL NUTRITION
Serial Number:	74145213	WONDER COAT
Serial Number:	73257899	WONDER COAT
Serial Number:	75629585	WOWSERS

CORRESPONDENCE DATA

Fax Number: (937)443-6635
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 937-443-6817
Email: trademarks@thompsonhine.com
Correspondent Name: Roger H. Bora
Address Line 1: P.O. Box 8801
Address Line 4: Dayton, OHIO 45401-8801

ATTORNEY DOCKET NUMBER:	534178-081
NAME OF SUBMITTER:	Roger H. Bora
Signature:	/roger h bora/
Date:	10/28/2010

Total Attachments: 7
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is being executed as of the 20th day of October, 2010 by GIMBORN PET SPECIALTIES, LLC, a Georgia limited liability company having its principal office at 4280 Northeast Expressway, Atlanta, Georgia 30340 ("Assignor"), under the following circumstances:

A. Pursuant to an Asset Purchase Agreement dated October 20, 2010 (the "Asset Purchase Agreement") between Assignor and GIMBORN PET SPECIALTIES LLC, an Ohio limited liability company having its principal place of business at 2425 W. Dorothy Lane, Dayton, Ohio 45439 ("Assignee"), Assignee is acquiring the business and substantially all of the assets of Assignor, including all right, title and interest in and to all of Assignor's trademarks, the common law rights associated therewith, the registrations and applications therefor, and all of the goodwill of the business associated with the use of and symbolized by said trademarks.

B. Assignor owns the trademarks listed on Exhibit 1 hereto, and all of the goodwill of the business associated with said trademarks. Such trademarks and the associated goodwill are included in the assets being acquired by Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, the entire right, title and interest in the trademarks listed on Exhibit 1 hereto, the common law rights associated therewith and the registrations and applications therefor, in the United States and countries foreign thereto, and all of the goodwill of the business associated with the use of and symbolized by said trademarks together with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

For the above consideration, Assignor agrees promptly upon request of the Assignee, its successors or assigns, to execute and deliver without further compensation any papers which may be necessary or desirable fully to secure to Assignee, its successors and assigns, the trademarks and any rights therein, in the United States and in any country foreign thereto.

Nothing herein is intended to nor shall it create any rights in any person other than the parties hereto.

Nothing contained in this Trademark Assignment shall supersede, enlarge or modify any of the obligations, agreements, covenants, representations or warranties of Assignor contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Trademark Assignment as provided and subject to the limitations set forth in the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.

This Trademark Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. This Trademark Assignment may be executed and delivered in counterpart signature pages executed and delivered via e-mail or facsimile transmission, and any such counterpart executed and delivered via e-mail or facsimile transmission shall be deemed an original for all intents and purposes.

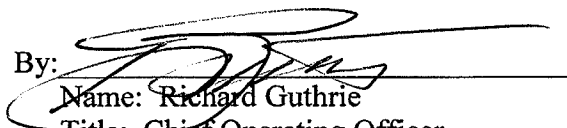
All capitalized terms not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned, by its duly authorized officer, does hereby set its hand and seal as of the day and year indicated above.

GIMBORN PET SPECIALTIES, LLC



By:





Name: Richard Guthrie
Title: Chief Operating Officer

(Signature page to Trademark Assignment)

EXHIBIT 1 TO TRADEMARK ASSIGNMENT

Trademark	Country	Status	Listed Owner*	Serial No.	Filing Date	Reg. No.	Reg. Date
ARC	United States	REGISTERED	Gimborn Pet Specialties, LLC	76377547	1-Mar-02	2736104	15-Jul-03
ARC LABORATORIES & Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	76377546	1-Mar-02	2739746	22-Jul-03
AVI.VITE	United States	REGISTERED	Gimborn Pet Specialties, LLC	73360113	16-Apr-82	1282964	26-Jun-84
AVI-VITE	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82256600	9-Sep-96	TMA479357	1-Aug-97
BIRD CAGE DEFENDER	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82256700	9-Sep-96	TMA480059	11-Aug-97
BIRD CAGE DEFENDER	United States	REGISTERED	Gimborn Pet Specialties, LLC	73498409	10-Sep-84	1333955	7-May-85
CAGE CRITTERS	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82175400	28-Aug-96	TMA488108	22-Jan-98
CAPTAIN CAT	United States	REGISTERED	Gimborn Pet Specialties, LLC	73111675	6-Jan-77	1088490	4-Apr-78
CAT A'BOUT	United States	REGISTERED	Gimborn Pet Specialties, LLC	74405874	23-Jun-93	1825353	8-Mar-94
Cat Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	76347147	11-Dec-01	2604849	6-Aug-02
CAT GRASS PLUS	United States	REGISTERED	Gimborn Pet Specialties, LLC	74402314	15-Jun-93	1881570	28-Feb-95
CATNIP PLUS	United States	REGISTERED	Gimborn Pet Specialties, LLC	76460402	15-Oct-02	2777628	28-Oct-03
CENTER CUT	United States	REGISTERED	Gimborn Pet Specialties, LLC	75701792	6-May-99	2507651	13-Nov-01
CHERISHES	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82797600	6-Nov-96	TMA481044	20-Aug-97
CHERISHES	United States	REGISTERED	Gimborn Pet Specialties, LLC	74402316	15-Jun-93	1900057	13-Jun-95
COMBONE	United States	REGISTERED	Gimborn Pet Specialties, LLC	74071070	20-Jun-90	1710765	25-Aug-92

Trademark	Country	Status	Listed Owner*	Serial No.	Filing Date	Reg. No.	Reg. Date
EYE CLEAR	United States	REGISTERED	Gimborn Pet Specialties, LLC	74585426	13-Oct-94	1938319	28-Nov-95
FEATHER GLO	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82256500	9-Sep-96	TMA486364	26-Nov-97
FEATHER GLO	United States	REGISTERED	Gimborn Pet Specialties, LLC	76434413	24-Jul-02	2827039	30-Mar-04
FEATHER GLO (Stylized)	United States	REGISTERED	Gimborn Pet Specialties, LLC	73123628	21-Apr-77	1094924	4-Jul-78
FLUFF-A-BED	United States	REGISTERED	Gimborn Pet Specialties, LLC	75245415	21-Feb-97	2135797	10-Feb-98
GOURMET PET	United States	REGISTERED	Gimborn Pet Specialties, LLC	74454399	2-Nov-93	1855800	27-Sep-94
GRASS GEL	United States	REGISTERED	Gimborn Pet Specialties, LLC	78645405	7-Jun-05	3102464	6-Jun-06
HOT SPOT & Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	78615865	25-Apr-05	3126116	8-Aug-06
KATCHEEZE	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82797500	28-Nov-96	TMA481043	20-Aug-97
KATCHEEZE	United States	REGISTERED	Gimborn Pet Specialties, LLC	76140471	4-Oct-00	2514851	4-Dec-01
K-P	United States	REGISTERED	Gimborn Pet Specialties, LLC	77026888	23-Oct-06	3273947	7-Aug-07
KWIK STOP	Canada	REGISTERED	Gimborn Pet Specialties, LLC	126096700	13-Jun-05	TMA691044	28-Jun-07
KWIK-STOP	Japan	REGISTERED	Gimborn Pet Specialties, LLC	S58-102008	28-Oct-83	1879671	30-Jul-86
KWIK-STOP	United States	REGISTERED	Gimborn Pet Specialties, LLC	73257873	14-Apr-80	1278588	22-May-84
Kwik Stop & Design 	Canada	REGISTERED	Gimborn Pet Specialties, LLC	134354100	16-Apr-07	TMA708605	29-Feb-08
KWIK STOP & Design	United States	REGISTERED	Gimborn Pet Specialties, LLC	77021976	16-Oct-06	3281517	21-Aug-07
NURTURES	United States	REGISTERED	Gimborn Pet Specialties, LLC	74402317	15-Jun-93	2004608	1-Oct-96

Trademark	Country	Status	Listed Owner*	Serial No.	Filing Date	Reg. No.	Reg. Date
NUTRIGEL	United States	REGISTERED	Gimborn Pet Specialties, LLC	74402318	15-Jun-93	1891614	25-Apr-95
OTI-CLENS	United States	REGISTERED	Gimborn Pet Specialties, LLC	74352236	25-Jan-93	1818706	1-Feb-94
OTICARE B	United States	REGISTERED	Gimborn Pet Specialties, LLC	73258238	15-Apr-80	1237962	17-May-83
OTICLEAN A	United States	REGISTERED	Gimborn Pet Specialties, LLC	73258239	15-Apr-80	1248098	16-Aug-83
Pro Treat Label Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	76256374	14-May-01	2600772	30-Jul-02
Pro Treat Label Design with Dogs 	United States	REGISTERED	Gimborn Pet Specialties, LLC	76276609	26-Jun-01	2781167	11-Nov-03
PRO-TREAT	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82797300	6-Nov-96	TMA492573	7-Apr-98
PRO-TREAT	United States	REGISTERED	Gimborn Pet Specialties, LLC	75201129	6-Nov-96	2144272	17-Mar-98
PRO-TREAT RAW NATURALS	United States	PUBLISHED	Gimborn Pet Specialties, LLC	77950310	4-Mar-10		
QUIK KLOT	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	81154800	2-May-96	TMA488853	30-Jan-98
QUIKKLOT	United States	NEWLY FILED APPLICATION	Gimborn Pet Specialties, LLC	85127210	10-Sep-10	n/a	n/a
R-7	United States	REGISTERED	Gimborn Pet Specialties, LLC	76415820	30-May-02	2690797	25-Feb-03
R-7 & Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	73191505	30-Oct-78	1134961	13-May-80
R-7 & Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	76415819	30-May-02	2690796	25-Feb-03
RAW SCIENCE	United States	PUBLISHED	Gimborn Pet Specialties, LLC	77950320	4-Mar-10		
REDI	United States	REGISTERED	Gimborn Pet Specialties, LLC	73267015	19-Jun-80	1184733	5-Jan-82

Trademark	Country	Status	Listed Owner*	Serial No.	Filing Date	Reg. No.	Reg. Date
RICH HEALTH	Japan	REGISTERED	Gimborn Pet Specialties, LLC	S57-037450	4-May-82	2356828	29-Nov-91
RICH HEALTH	United States	REGISTERED	Gimborn Pet Specialties, LLC	74657685	7-Apr-95	1963253	19-Mar-96
RICH HEALTH	United States	REGISTERED	Gimborn Pet Specialties, LLC	75646315	23-Feb-99	2542089	26-Feb-02
SCALEX	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82256400	9-Sep-96	TMA486201	25-Nov-97
SCALEX	United States	REGISTERED	Gimborn Pet Specialties, LLC	73093446	14-Jul-76	1075354	18-Oct-77
SMALL ANIMAL GRASS PLUS	United States	REGISTERED	Gimborn Pet Specialties, LLC	76509450	24-Apr-03	2816855	24-Feb-04
THE ORIGINAL FREEZE DRIED TRAINING TREAT	United States	REGISTERED	Gimborn Pet Specialties, LLC	76553948	22-Oct-03	2901379	9-Nov-04
VIONATE	United States	REGISTERED	Gimborn Pet Specialties, LLC	71362328	9-Mar-35	328847	8-Oct-35
VITAL NUTRITION	United States	REGISTERED	Gimborn Pet Specialties, LLC	73607731	3-Jul-86	1444796	30-Jun-87
WONDER COAT	United States	REGISTERED	Gimborn Pet Specialties, LLC	74145213	7-Mar-91	1767816	27-Apr-93
WONDER COAT (stylized) WONDER COAT	United States	REGISTERED	Gimborn Pet Specialties, LLC	73257899	14-Apr-80	1204219	10-Aug-82
WOWSERS	United States	REGISTERED	Gimborn Pet Specialties, LLC	75629585	28-Jan-99	2316530	8-Feb-00

Common Law Trademarks/Trade Names

All common law, trademarks and trade names used by Assignors

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