

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
Sherpa Pet Group, Limited Liability Company		02/10/2011	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	QPG Sherpa, LLC
Street Address:	424 West 33rd Street
Internal Address:	Suite LL10
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	85011612	CAT CLUB
Serial Number:	85011639	CAT CLUB
Serial Number:	85011704	CAT CLUB
Serial Number:	85011771	CAT CLUB
Serial Number:	85170017	CHEW TUFF
Serial Number:	85170044	CHEW TUFF
Serial Number:	85170087	CHEW TUFF TECHNOLOGY
Serial Number:	85170097	CHEW TUFF TECHNOLOGY
Serial Number:	77961446	FOX & HOUNDS
Serial Number:	77961460	FOX & HOUNDS
Serial Number:	77961468	FOX & HOUNDS
Serial Number:	77926151	SPG
Serial Number:	77926165	SPG

TRADEMARK

900185878

REEL: 004493 FRAME: 0030

CH \$390.00 85011612

Serial Number:	77926181	SPG
Serial Number:	77926196	SPG

CORRESPONDENCE DATA

Fax Number: (212)798-6915
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2123260831
Email: mshine@pryorcashman.com
Correspondent Name: Teresa Lee
Address Line 1: 7 Times Square
Address Line 2: c/o Pryor Cashman LLP
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	16525.02
NAME OF SUBMITTER:	Teresa Lee
Signature:	/tlee/
Date:	03/08/2011

Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of February 10, 2011, is made by and between Sherpa Pet Group, Limited Liability Company, a New Jersey limited liability company ("Assignor") and QPG Sherpa, LLC, a Delaware limited liability company ("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/or 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/or applications (such rights, collectively, the "Trademarks").

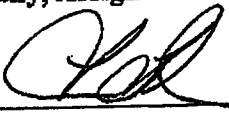
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

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, the right to renew any registration therefor, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Trademarks, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, 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. Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Trademarks to any third party.

6. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the first date written above.

Sherpa Pet Group, Limited Liability Company, Assignor

By:  _____

Name: Tim Ford
Title: Chief Executive Officer

QPG Sherpa, LLC, Assignee

By: Quaker Pet Group, LLC, its Member

By: Quakers Manager, LLC, its Managing Member

By: _____
Name: David C. Blatte
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the first date written above.

**Sherpa Pet Group, Limited Liability
Company, Assignor**


By: _____

Name: Tim Ford
Title: Chief Executive Officer

QPG Sherpa, LLC, Assignee

By: Quaker Pet Group, LLC, its Member

By: Quakers Manager, LLC, its Managing
Member

By:  _____

Name: David C. Blatte
Title: Managing Member

SCHEDULE A

United States Trademark Applications

Mark / Class	Appl. Ser. No.	Appl. Filing Date
CAT CLUB	Appl. Ser. No. 85/011,612	April 12, 2010
CAT CLUB	Appl. Ser. No. 85/011,639	April 12, 2010
CAT CLUB	Appl. Ser. No. 85/011,704	April 12, 2010
CAT CLUB	Appl. Ser. No. 85/011,771	April 12, 2010
CHEW TUFF	Appl. Ser. No. 85/170,017	November , 2010
CHEW TUFF	Appl. Ser. No. 85/170,044	November 5, 2010
CHEW TUFF TECHNOLOGY	Appl. Ser. No. 85/170,087	November 5, 2010
CHEW TUFF TECHNOLOGY	Appl. Ser. No. 85/170,097	November 5, 2010
FOX & HOUNDS	Appl. Ser. No. 77/961,446	March 17, 2010
FOX & HOUNDS	Appl. Ser. No. 77/961,460	March 17, 2010
FOX & HOUNDS	Appl. Ser. No. 77/961,468	March 17, 2010

Mark / Class	Appl. Ser. No.	Appl. Filing Date
SPG	Appl. Ser. No. 77/926,151	February 2, 2010
SPG	Appl. Ser. No. 77/926,165	February 2, 2010
SPG	Appl. Ser. No. 77/926,181	February 2, 2010
SPG	Appl. Ser. No. 77/926,196	February 2, 2010