

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
	Arnold P Costell		08/10/2011
			INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Quaker Pet Group, LLC		
Street Address:	7 Times Square, c/o Pryor Cashman LLP		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2794845	BOTTOM'S UP LEASH
CORRESPONDENCE DATA			
Fax Number:	(212)798-6915		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-0831		
Email:	mshine@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	16525.04		
NAME OF SUBMITTER:	Teresa Lee		
Signature:	/tleel/		
Date:	08/19/2011		
Total Attachments: 3 source=Assign Quaker Pet Group#page1.tif source=Assign Quaker Pet Group#page2.tif source=Assign Quaker Pet Group#page3.tif			

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ASSIGNMENT OF TRADEMARK

This Assignment (this "Assignment") is made and entered into effective as of August 10, 2011 by and between Arnold P. Costell, an individual ("Assignor"), on the one hand, and Quaker Pet Group, LLC, a Delaware limited liability company ("Assignee"), on the other hand.

WHEREAS, Assignor owns the trademark registration for BOTTOM'S UP LEASH (the "Mark") in cl. 18 as set forth under Reg. No. 2,794,845 (the "Registration") (the Mark and Registration are collectively referred to as the "Property");

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in, to and under the Property, throughout the world in perpetuity, and any renewals, reissues and extensions thereof, together with the goodwill associated with the Mark and that part of Assignor's business connected with the use thereof and symbolized thereby, 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 Property, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights currently known to Assignor as of the date hereof or that may become known after the date of this Assignment.

Assignor hereby covenants 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 Property to any third party.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Property as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

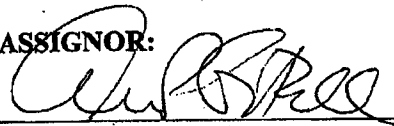
Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This 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.

#1107900

IN WITNESS WHEREOF, have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

ASSIGNOR:



Arnold P. Costell

ASSIGNEE:

QUAKER PET GROUP, LLC

By: _____

Name:

Title:

#1107900

IN WITNESS WHEREOF, have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

ASSIGNOR:

Arnold P. Costell

ASSIGNEE:

QUAKER PET GROUP, LLC

By: _____

Name:

Title:

#1107900