

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
Nutri-Vet LLC		08/12/2011	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	NV Acquisition, LLC
Street Address:	5601 Westside Avenue
City:	North Bergen
State/Country:	NEW JERSEY
Postal Code:	07047
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78732987	GRASS GUARD
Serial Number:	78027796	CALMATOL
Serial Number:	78027793	GREEN GRASS
Serial Number:	78298222	TREATS WITH A PURPOSE
Serial Number:	78298209	URI-EASE
Serial Number:	78027789	THE FUTURE OF PET NUTRITION
Serial Number:	77864722	V PRO
Serial Number:	77822020	NUTRI-VET EYE RINSE
Serial Number:	77341668	PET-EASE
Serial Number:	77304483	NASTY HABIT
Serial Number:	77282109	ALLERG-EZE
Serial Number:	76224296	NUTRI-VET
Serial Number:	76706864	NUTRI-VET
Serial Number:	76706865	NUTRI-VET

TRADEMARK

Serial Number:	76706866	NUTRI-VET
Serial Number:	76706867	NUTRI-VET

CORRESPONDENCE DATA

Fax Number: (973)295-1292
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-443-3572
Email: agostinoj@gtlaw.com
Correspondent Name: Joseph Agostino-Greenberg Traurig
Address Line 1: 200 Park Avenue
Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	135136-010100
NAME OF SUBMITTER:	Joseph Agostino
Signature:	/Joseph Agostino/
Date:	09/08/2011

Total Attachments: 3
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ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, NUTRI-VET LLC, a limited liability company organized and existing under the laws of the State of Arizona and having a place of business at 495 N. Dupont Avenue, Boise, Idaho 83713 (referred to hereinafter as the "Assignor"), is the sole and exclusive owner of the U.S. trademark registrations and pending applications listed in the attached Schedule A (referred to hereinafter as the "Trademark Properties");

WHEREAS, NV ACQUISITION, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having a place of business at 5601 Westside Avenue, North Bergen, New Jersey 07047 (referred to hereinafter as the "Assignee"), is desirous of acquiring the entire right, title and interest of the Assignor in and to said Trademark Properties and the goodwill symbolized thereby;

WHEREAS, the Assignor and the Assignee are parties to an Agreement of Purchase and Sale dated August 12, 2011 (referred to hereinafter as the "Agreement"), in which the Assignee has agreed to purchase substantially all of the assets and goodwill associated with said Trademark Properties from the Assignor upon the terms and subject to the conditions provided in the Agreement; and

WHEREAS, as a result of the Agreement and the resulting transaction, the Assignee will thereafter be the successor to the ongoing and existing business of the Assignor to which said Trademark Properties pertain.

NOW, THEREFORE, in consideration of the covenants, promises and obligations set forth hereinabove and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells and assigns to the Assignee, its successors, assigns and legal representatives, subject to any and all related security interests, liens and other encumbrances, whether recorded or not recorded in the United States Patent and Trademark Office, the entire right, title and interest of the Assignor, in and to each of said Trademark Properties and the goodwill symbolized thereby, together with all unsatisfied claims for damages by reason of past infringement of said Trademark Properties, with the right to sue for such damages and collect same for its own use and benefit for the use and benefit of its successors, assigns or other representatives.

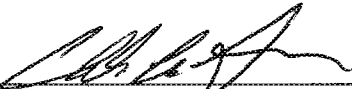
This instrument and all of its terms shall inure to the benefit of and shall bind the Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed and delivered by its proper officer thereunto duly authorized.

DATED: August 12, 2011

ASSIGNOR:

NUTRI-VET, LLC

By: 
Name: Charles A. Francis
Title: Manager

Witnessed by: 

Name: Steve Twotig

Date: 8/12/2011

ASSIGNMENT OF UNITED STATES TRADEMARKS

TRADEMARK
REEL: 004618 FRAME: 0875

SCHEDULE A

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
GRASS GUARD	78732987	October 13, 2005	3295209	September 18, 2007
CALMATOL	78027796	September 26, 2000	2490982	September 18, 2001
GREEN GRASS	78027793	September 26, 2000	2536805	February 5, 2002
TREATS WITH A PURPOSE	78298222	September 9, 2003	2875008	August 17, 2004
URI-EASE	78298209	September 9, 2003	2875007	August 17, 2004
THE FUTURE OF PET NUTRITION	78027789	September 26, 2000	2515526	December 4, 2001
V PRO	77864722	November 4, 2009	3843052	August 31, 2010
NUTRI-VET EYE RINSE	77822020	September 8, 2009	3848820	September 14, 2010
PET-EASE	77341668	November 30, 2007	3467572	July 15, 2008
NASTY HABIT	77304483	October 15, 2007	3522139	October 21, 2008
ALLERG-EZE	77282109	September 18, 2007	3532078	November 11, 2008
NUTRI-VET	76224296	March 13, 2001	2542854	February 26, 2002
NUTRI-VET	76706864	March 17, 2011	N/A	N/A
NUTRI-VET	76706865	March 17, 2011	N/A	N/A
NUTRI-VET	76706866	March 17, 2011	N/A	N/A
NUTRI-VET	76706867	March 17, 2011	N/A	N/A