

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
Triarco Industries, Inc.		02/09/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Triarco Industries, Inc.		
Street Address:	400 Hamburg Turnpike		
City:	Wayne		
State/Country:	NEW JERSEY		
Postal Code:	07470		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3758824	PAWS OFF	
CORRESPONDENCE DATA			
Fax Number:	(973)942-9100		
Phone:	973-942-5100		
Email:	gail.kolk@triarco.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Triarco Industries, Inc.		
Address Line 1:	400 Hamburg Turnpike		
Address Line 4:	Wayne, NEW JERSEY 07470		
ATTORNEY DOCKET NUMBER:	PAWS OFF		
NAME OF SUBMITTER:	Gail A. Kolk		
Signature:	/gail a. kolk/		

Date:

02/09/2012

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK AND REGISTRATION

PAWS OFF®

This Assignment of the Trademark PAWS OFF (the "Assignment") is made and entered on February 4th, 2012, by and between **Triarco Industries, Inc.**, a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 400 Hamburg Turnpike, Wayne, New Jersey 07470 ("Triarco"), and **Invested in Health Holdings, LLC**, a Limited Liability Company organized and existing under the laws of the State of New Jersey, having a place of business at 400 Hamburg Turnpike, Wayne, New Jersey 07470 ("IHH") (collectively referred to as the "Parties," and individually, a "Party.")

Whereas, Triarco is the record owner of the mark PAWS OFF (words only) (hereinafter, the "Mark") and the Registration of the Mark on the Principal Register of the United States Patent and Trademark Office (the "USPTO"), Registration No. 3,758,824, with a filing date of November 12, 2008, and a registration date of March 9, 2010 (the "Registration"); and

Whereas, Triarco desires to sell, convey, transfer, assign and deliver to IHH, and IHH desires to acquire from Triarco, all of Triarco's interest in and to the Mark and the Registration upon the terms and subject to the conditions set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **ASSIGNMENT:**

(a) Triarco hereby agrees to sell, convey, transfer, assign and deliver to IHH, its successors and assigns, and IHH hereby agrees to acquire from Triarco, upon the terms and subject to the conditions set for in this Assignment, all of Triarco's right, title and interest, whether statutory or at common law, in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark throughout the world, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

(b) Triarco agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Mark in IHH.

2. **TRIARCO'S REPRESENTATIONS:**

(a) Triarco represents and warrants that Triarco is the sole owner of the Mark and the Registration and that Triarco has the power and authority to enter into this Assignment.

(b) Triarco further represents and warrants that the rights transferred in this Assignment are free of lien, encumbrance or adverse claim of any nature or kind whatsoever.

3. GOVERNING LAW:

This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey.

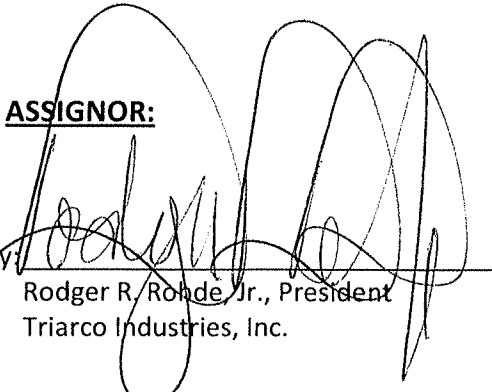
4. BINDING EFFECT:

The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

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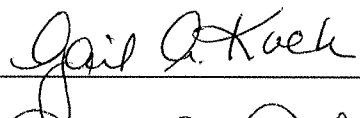
ASSIGNOR:

By: 
Rodger R. Rohde, Jr., President
Triarco Industries, Inc.

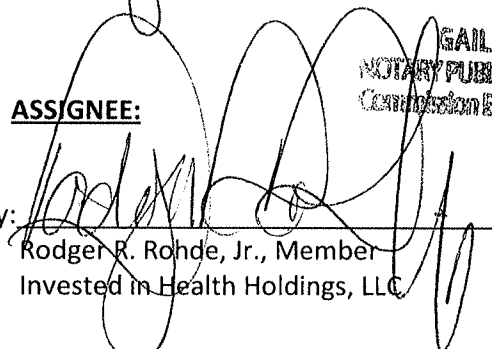
Dated: February 9th, 2012

State of New Jersey)
) ss
County of Passaic)

On this 9th day of February, 2012, before me personally appeared Rodger R. Rohde, Jr., to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.



ASSIGNEE:

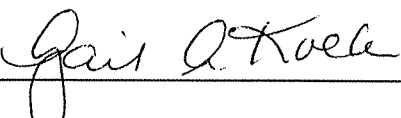
By: 
Rodger R. Rohde, Jr., Member
Invested in Health Holdings, LLC

GAIL A. KOLK
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/27/2012

Dated: February 9th, 2012

State of New Jersey)
) ss
County of Passaic)

On this 9th day of February, 2012, before me personally appeared Rodger R. Rohde, Jr., to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.



GAIL A. KOLK
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/27/2012