

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
Retail Independence, LLC		09/19/2012	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Animal Supply Company, LLC		
Street Address:	32001 32nd Avenue South, Suite 420		
City:	Federal Way		
State/Country:	WASHINGTON		
Postal Code:	98001		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3685517	PETZOO	
Registration Number:	3774094	ANIMAL FOOD WAREHOUSE	
Registration Number:	3992944	PETZOO EXCLUSIVELY ALASKAN	
CORRESPONDENCE DATA			
Fax Number:	9163294900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	916-447-9200		
Email:	lpartmann@orrick.com		
Correspondent Name:	Stacy E. Don		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	16755.6000		

900234148

TRADEMARK
 REEL: 004865 FRAME: 0747

CH \$90.00 3685517

NAME OF SUBMITTER:	Stacy E. Don
Signature:	/Stacy E. Don/
Date:	09/22/2012
Total Attachments: 2 source=Retail Independence#page1.tif source=Retail Independence#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of September 19th, 2012 by and between Retail Independence, LLC, a Washington limited liability company with an address of 32001 32nd Avenue South, Suite 420, Federal Way, Washington 98001 ("Assignor") and Animal Supply Company, LLC, a Washington limited liability company with an address of 32001 32nd Avenue South, Suite 420, Federal Way, Washington 98001 ("Assignee");

WHEREAS, Assignor owns the trademarks/service marks filed with the United States Patent & Trademark Office as set forth on Exhibit A, and all similar or related names, marks and logos (the "Marks");

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 conveys, transfers and assigns to Assignee: all right, title and interest in and to the Marks, together with the registrations for the Marks; the goodwill of the business symbolized by the Marks, and all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.

2. Assignor hereby agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Marks.

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered as of the date first written above.

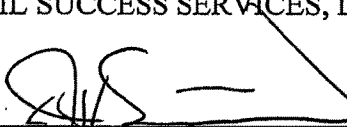
ASSIGNOR

RETAIL SUCCESS SERVICES, LLC

By: _____

Name: _____

Title: _____


Jeff Sutherland
President

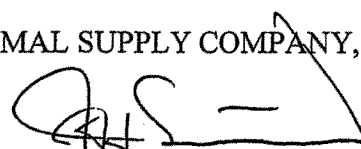
ASSIGNEE

ANIMAL SUPPLY COMPANY, LLC

By: _____

Name: _____

Title: _____


Jeff Sutherland
President

SCHEDULE A

U.S. Patent & Trademark Office

Title	Official No.	Application Date	Registration Date	Case Status
PETZOO Stylized & Design	3685517	Feb-13-2009	Sep-22-2009	Registered
ANIMAL FOOD WAREHOUSE Stylized & Design	3774094	Feb-13-2009	Apr-13-2010	Registered
PETZOO EXCLUSIVELY	3992944	Nov-11-2010	Jul-12-2011	Registered