

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																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>MCK Apparel, Inc.</td> <td></td> <td>03/12/2013</td> <td>CORPORATION: NEW YORK</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	MCK Apparel, Inc.		03/12/2013	CORPORATION: NEW YORK																
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CORRESPONDENCE DATA																											
<p>Fax Number: 2127986915</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 212-326-0831</p> <p>Email: jalbrink@pryorcashman.com</p> <p>Correspondent Name: Teresa Lee</p> <p>Address Line 1: 7 Times Square c/o Pryor Cashman LLP</p> <p>Address Line 4: New York, NEW YORK 10036</p>																											
ATTORNEY DOCKET NUMBER:	17008.00001																										
NAME OF SUBMITTER:	Teresa Lee																										
Signature:	/tlee/																										
Date:	03/12/2013																										
<p>Total Attachments: 3</p> <p>source=Quaker_assnmt_reg2852906#page1.tif</p> <p>source=Quaker_assnmt_reg2852906#page2.tif</p> <p>source=Quaker_assnmt_reg2852906#page3.tif</p>																											

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ASSIGNMENT OF TRADEMARK

This Assignment (hereinafter "Agreement") is made and entered into effective as of March 12, 2013 by and between MCK Apparel, Inc., a New York corporation, whose official and current address is 340 West 39th Street, Room 700, New York, New York 10018 (hereinafter "Assignor"), on the one hand, and Quaker Pet Group, LLC, a Delaware limited liability company, located at 14 Troy Hills Road, Whippany, New Jersey 07981-1528, (hereinafter "Assignee"), on the other hand.

WHEREAS, Assignor owns the following trademark registration (hereinafter "Registration") for the mark CLOAK & DAWGGIE *with Design*® as embodied below (hereinafter "Mark") in cl. 18 (the Registration together with the Mark are hereinafter collectively referred to as the "Property");

cloak & dawggie  ® in cl. 18, Reg. No. 2,852,906

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 are hereby acknowledged, Assignor hereby assigns, transfers, conveys and grants to Assignee, its successors, assigns and legal representatives forever, Assignor's entire right, title and interest in and to such Property and any other trademark(s), service mark(s), DBA(s), domain name(s), and/or other source identifier(s) and/or designation(s) that comprise of any one or more elements contained in the Mark that Assignor has filed for, registered and/or used itself and/or through a third party or parties, if any (collectively, the "Properties"), all of the foregoing throughout the world in perpetuity, together with the goodwill associated therewith and that part of the 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 Properties, including without limitation, Assignor's common law rights and rights

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under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Properties currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the "Transferred Rights"), and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Properties upon registration of such Properties throughout the world, or other legal protections pertaining to the Transferred Rights;

AND, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, has not conveyed any interest in or right to the Properties to any third party;

AND, if necessary, Assignor covenants and agrees that Assignor will execute any and all additional documents and will take any and all other reasonably requested actions required in order to effectuate the assignment of the Transferred Rights as set forth above;


AND, Assignor hereby further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Properties, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Properties in said Assignee, its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Properties in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

cc
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IN WITNESS WHEREOF, the Parties have executed this Agreement as
of the date first set forth above.

ASSIGNOR:

MCK APPAREL, INC.



Carol Cusumano, President

ASSIGNEE:

QUAKER PET GROUP, LLC

By: 

David C. Blatte, C.E.O.