

**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
NEOPETS, INC.		10/10/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VIACOM INTERNATIONAL INC.		
Street Address:	1515 Broadway		
Internal Address:	c/o Laurie Lawrence-Dillon 34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4044069	MONKEY QUEST	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@mtvn.com		
Correspondent Name:	Michelena Hallie		
Address Line 1:	1515 Broadway		
Address Line 2:	c/o Laurie Lawrence-Dillon 34th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Michelena Hallie		
Signature:	/MH/		
Date:	10/14/2013		
Total Attachments: 2 source=Trademark Assignment - MONKEY QUEST 10-10-13#page1.tif source=Trademark Assignment - MONKEY QUEST 10-10-13#page2.tif			

CH \$40.00 4044069

## TRADEMARK ASSIGNMENT

This Agreement, effective as October 10, 2013, is by and between NeoPets, Inc. (Hereinafter "Assignor") on the one hand and Viacom International Inc. (Hereinafter "Viacom") on the other hand.

WHEREAS Assignor is the owner of certain rights in and to the MONKEY QUEST mark including but not limited to all rights, title and interest in and to U.S. Federal trademark Registration number 4,044,069 (this Registration and all common law rights relating to the "MONKEY QUEST" property are hereafter collectively referred to as the "Trademark"); and

WHEREAS, Viacom and Assignor are desirous of entering into an agreement (the "Agreement") assigning Viacom all rights, title and interest in and to the Trademark ; and

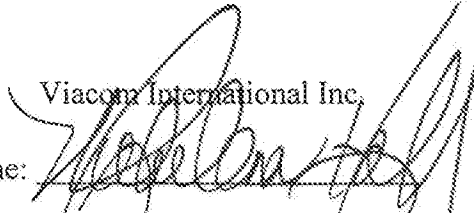
NOW, THEREFOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment** - Assignor hereby assigns to Viacom all rights, title and interest in and to the Trademark and other such intellectual property associated with the "MONKEY QUEST" property including, without limitation, the above-referenced Registration therefor, together with the goodwill of the business symbolized by the Trademark, and with all past, present and future claims that could be asserted by Assignor arising out of or relating to the use or ownership of the Trademark.
2. **Further Documents** - Assignor further authorizes the United States Commissioner of Patents and Trademarks and the appropriate agency in any and all foreign territories in which the Trademark has been filed to record the Trademark and title thereto as property of Viacom, its successors, legal representatives and assigns and agrees to cooperate with Viacom in any legal action that Viacom may take regarding the protection of the rights of Viacom in the Trademark. Assignor agrees to execute any documents that may be required to record the assignment with the U.S. Patent and Trademark Office, and any other documents required to record Viacom as the owner of the Mark.
3. **Representations and Warranties** - Assignor warrants and represents that: (i) Assignor has full right, power and authority to enter into this Assignment and to convey the Trademark to Viacom; (ii) Assignor has never granted and will not in the future grant any rights to third parties that would purport to violate, conflict with or otherwise be inconsistent with any term or provision of this Assignment; (iii) neither the Trademark, nor assignor's uses thereof, violate any rights of any kind or nature whatsoever of any third party; (iv) all trademark and other intellectual property rights associated with the Viacom property are herein assigned via this Assignment; (v) all rights in the Trademark are enforceable, valid and subsisting and in full force and effect; and (vi) Assignor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to the Trademark.

4. Miscellaneous-

- a. If any provision of this Trademark Assignment is invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions.
- b. Assignor acknowledges that, in the event of any breach by Viacom, the damage, if any, incurred by Assignor thereby will not entitle Assignor to seek injunctive or other equitable relief and Assignor specifically waives any right it may have to injunctive relief.
- c. This Trademark Assignment shall be governed by and interpreted under the laws of the State of New York without regard to its conflicts of laws provisions. Each party hereby submits to personal jurisdiction in New York County, New York.
- d. The parties hereto agree to execute other writings, documents, and instruments as may be necessary to effectuate the purpose of this Trademark Assignment.
- e. This Trademark Assignment constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by both parties. Failure or delay on the part of either party to exercise any right under this Trademark Assignment shall not constitute a waiver.
- f. Notice under this Trademark Assignment shall be in writing and shall be served upon either party as provided for in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

Viacom International Inc.	NeoPets, Inc.
Name: <u></u>	Name: <u>James R. Fullert</u>
Title: <u>Vice President and Assistant Secretary</u>	Title: <u>Vice President and Assistant Secretary</u>
Date: _____	Date: _____