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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102718630

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Natural Source International, Ltd.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **New York**
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **01-02-2004**

2. Name and address of receiving party(ies)
 Name: **Animalis Source, Ltd.**
 Internal Address: **40 Natural Source Int'l, Ltd.**
 Street Address: **226 East 54th Street, Ste 600**
 City: **New York** State: **NY** Zip: **10022**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **New York**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) **762 336 24**

B. Trademark Registration No.(s) **2671247**

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Kevin MacCarthy**
 Internal Address: **Kevin MacCarthy Associates, P.C.**
 Street Address: **226 East 54th Street, Suite 800**
 City: **New York** State: **NY** Zip: **10022**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....**\$40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **N/A**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kevin MacCarthy Name of Person Signing
[Signature] Signature
3.31.2004 Date

Total number of pages including cover sheet, attachments, and document: **3**

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/09/2004 6T0M11 00000053 76233624

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TRADEMARK REEL: 002946 FRAME: 0089

TRADEMARK ASSIGNMENT

This Trademark Assignment (the « Assignment ») is made as of January 2, 2004 by Natural Source International, Ltd., a New York corporation, with its principal place of business at 226 East 54th Street, 6th Floor, New York, NY 10022 (« Assignor ») to Animalis Source, Ltd., a New York corporation, with its principal place of business at 226 East 54th Street, 6th Floor, New York, NY 10022 (« Assignee »)

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks and trademark registrations set forth on Exhibit A hereto (the « Trademarks »), together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows :

1. Assignment. Assignor hereby grants, assigns, warrants and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.

2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

3. Right to Sue for Past Infringement Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

4. Cooperation. Assignor agrees to execute, acknowledged and deliver, or cause to be executed, acknowledged or delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Binding Effect The terms, covenants and provisions of this Assignment shall inure for the benefit of the Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

Natural Source International, Ltd.
By Jamie Halley
Its Vice President

Animalis Source, Ltd.
By Jamie Halley
Its Vice President

EXHIBIT A

U.S. TRADEMARKS APPLICATIONS/REGISTRATIONS

MARK	REGISTRATION #
PAOVET	0736183

KEVIN MACCARTHY ASSOCIATES, P.C.

ATTORNEYS AT LAW

226 EAST 54th STREET
NEW YORK, N.Y. 10022-4854

PHONE: (212) 752-6700

FAX: (212) 319-7584

E-MAIL: kmc@spacelab.net

By Certified Mail with Return Receipt Requested

March 31, 2004

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

**Re: Trademark Assignment Recordation
PAOVET trademark
From Natural Source International, Ltd. to Animalis Source, Ltd.**

Dear Sir/Madam:

Enclosed please find:

- (1) A Recordation Form Cover Sheet and a copy of the Assignment document;
- (2) A check made payable to the Commissioner of Patents and Trademarks in the amount of \$40.00 which represents the payment for the recordation of the above-mentioned assignment.

Should you have any questions or require further documentation regarding the above, please do not hesitate to contact me.

Very truly yours,


Nadia Kaddour

Encls.

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CUSTOMER SERVICE