

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pet Zone Products Ltd.		03/01/2005	limited liability company: OHIO
RECEIVING PARTY DATA			
Name:	Walrus Brands, L.L.C.		
Street Address:	1821 W. Hubbard St.		
Internal Address:	Suite 105		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60622		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2744258	DOGGIE DENTIST	
CORRESPONDENCE DATA			
Fax Number:	(312)346-8434		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3123468380		
Email:	ipdocket@lplegal.com		
Correspondent Name:	Leon I. Edelson		
Address Line 1:	P.O. Box 0212		
Address Line 4:	Chicago, ILLINOIS 60690-0212		
NAME OF SUBMITTER:	Leon I. Edelson		
Signature:	/leon i. edelson/		
Date:	03/16/2005		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into by and between PET ZONE PRODUCTS, LTD., an Ohio limited liability company ("Assignor"), and WALRUS BRANDS, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the U.S. federal trademark registration as identified below (the "Mark") and the goodwill associated therewith:

United States Trademark	Serial Number	Registration Number	Registration Date
DOGGIE DENTIST	76/346705	2,744,258	July 29, 2003

and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all right, title and interest in and to the Mark, together with the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Mark, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, and all registrations and applications therefor, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Mark, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor hereby represents and warrants that it owns all right, title and interest in and to the Mark free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the

execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation) as may be reasonably required: (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Mark; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (iii) in obtaining any additional trademark and trade/assumed name protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (iv) in the implementation, recordation or perfection of this Assignment.

5. Assignor hereby revokes all Powers of Attorney for the Mark on record with the United States Patent and Trademark Office and Assignee hereby appoints Leon I. Edelson, Joseph S. Farrell, William C. Clarke and G. John Blumberg, all attorneys duly licensed by the Supreme Court of Illinois, whose mailing address is Levenfeld Pearlstein, P.O. Box 0212, Chicago, Illinois 60690-0212, each with full power of substitution and revocation, to prosecute the Mark, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificates of Registration.

[SIGNATURE PAGE FOLLOWS]

