

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Steve Elias

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

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

2. Name and address of receiving party(ies)

Name: Mark Anderson
Internal
Address: _____

Street Address: 303 South McKay Avenue
City: Spring Valley State: WI Zip: 54767

Individual(s) citizenship United States
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 02/25/2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,582,134

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Carol N. Skinner

Internal Address: _____

Street Address: 212 Commercial Street

City: Hudson State: WI Zip: 54016

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:

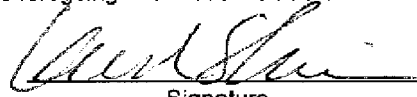
19-2381

(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.

Carol N. Skinner  2-28-05
Name of Person Signing Signature Date

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

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

OP \$40.00 2582134

ASSIGNMENT

THIS AGREEMENT ("Agreement") is entered into as of the date of the last signature below, by and between Steve Elias, a California resident, with offices at 180 Mace Street, Suite A-6, Chula Vista, California 91911 ("Assignor"), and Mark Anderson, a Wisconsin resident, with offices at 303 South McKay Avenue, Spring Valley, Wisconsin 54767 ("Assignee").

WITNESSETH:

WHEREAS, Vetsonics, Inc., a California Company, filed bankruptcy, Case No. 04-00152-JH7;

WHEREAS, Elias purchased certain assets from the debtor's bankruptcy estate as evidenced by a Bill of Sale and Assignment dated August 9, 2004 signed by James Kennedy, Bankruptcy Trustee;

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to all property purchased by Elias from the Debtor, Vetsonics, Inc., to wit, all existing general and intangible property of the Debtor, including, but not limited to all furniture, equipment, machinery, supplies, inventories, websites, domain names, customer lists, trade names, and trademarks;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee do hereby agree as follows:

1. **Assignment of Rights.** Assignor hereby assigns, sells and transfers unto Assignee all right, title and interest in and to all existing general and intangible property of Vetsonics, Inc. acquired by Assignor as described above, including all trademarks and any and all registrations and applications for registration therefor, together with the good will of the business in connection with which said marks are used and which is symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof.

2. **Consideration for Assignment.** Assignee shall pay Assignor the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration.

3. **Miscellaneous.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties mutually agree that this Agreement contains the final and entire agreement between the parties. This Agreement shall not be changed in its terms by any oral agreement or representation, but only in writing and executed by both parties. The provisions of this Agreement shall be severable. The subject headings of the sections of this Agreement are for convenience only, and will not affect the construction or interpretation of any of its provisions. No failure or delay by either party in exercising any right,

power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. Any and all schedules, exhibits and other documents which are attached to and referred to in this Agreement are incorporated herein and made a part hereof by reference. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors in interest, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date indicated.

ASSIGNOR

Steve Elias

Steve Elias

Dated: 2/15/05

ASSIGNEE

Mark Anderson

Mark Anderson

Dated: 25 Feb 05