

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Harper Leather Goods, Inc.

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

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

2. Name and address of receiving party(ies)
Name: **Cleanup, Incorporated**
Internal
Address: _____
Street Address: **7301 East Helm Drive, Bldg.D**
City: **Scottsdale** State: **AZ** Zip: **85260**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Arizona**
 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: **10/23/2003**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,787,643

Additional number(s) attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Jeanne M. Gills**
Internal Address: **Foley & Lardner
Suite 2800**
Street Address: **321 North Clark Street**
City: **Chicago** State: **IL** Zip: **60610**

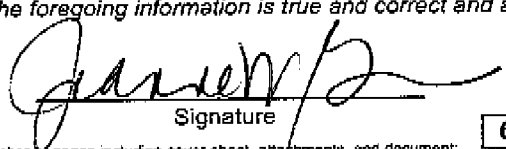
6. Total number of applications and registrations involved:

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

8. Deposit account number:
06-1450
(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.

Jeanne M. Gills  **March 29, 2005**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

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

CH \$40.00 061450 1787643

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Harper Leather Goods, Inc., a Delaware corporation, having its principal place of business at 6901 West 65th Street, Bedford Park, Illinois 60638 ("Harper" or "Assignor"), is the sole and exclusive owner of the Trademark described in Exhibit A ("Trademark") attached hereto and incorporated herein by reference; and

WHEREAS, Cleanup Incorporated, an Arizona corporation, having a place of business at 7301 East Helm Drive, Building D, Scottsdale, Arizona 85260 ("Cleanup" or "Assignee") has used the Trademark in commerce on or in connection with all of the services provided in the Registration referenced in Exhibit A, namely, identifying and locating owners of lost pets, and thus Cleanup desires to acquire the entire right, title, and interest in, to and under the said Trademark and any Registrations and Applications for Registration thereof;

NOW, THEREFORE, for and in consideration of Harper's agreement to assign the Trademark in lieu of paying Cleanup's "Affiliate Partner" sponsorship fees, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey, and assign to said Assignee the entire right, title, and interest in, to and under said Trademark and any Registrations thereof, together with the goodwill of the business symbolized by the Trademark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights. Assignor also hereby assigns its foreign rights to the Trademark in all trademark granting countries of the world, including the right to file applications or obtain trademark registrations in its own name in said countries under the terms of the Paris Convention for the Protection of Intellectual Property, together with all of Assignor's rights of priority and all other rights under any and all international agreements to which the United States adheres. Assignor hereby authorizes and requests any official, whose duty it is to issue in any country trademark registration, to issue trademark registrations to Assignee or its nominees, successors, or assigns, as Assignee may from time-to-time request.

AND, said Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

HOWEVER, in the event that Assignee fails to maintain Assignor at the non-exclusive "Affiliate Partner" sponsorship level (or an equivalent or a higher sponsorship level), the entire right, title, and interest in the Trademark assigned to Assignee by this Agreement shall automatically revert back to Assignor.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment this 23rd day of October, 2003.

HARPER, LEATHER GOODS, INC.

[Signature]
Name: Beth Murphy
Title: Vice President of Marketing

Subscribed and sworn to before me this 23rd day of October, 2003.

[INSERT NOTARY SEAL]



IN TESTIMONY WHEREOF, Assignee has executed this Assignment this 2 day of October, 2003.

CLEANUP INCORPORATED
[Signature]
Name: Tom Gombury
Title: President

Subscribed and sworn to before me this 2 day of October, 2003.
[INSERT NOTARY SEAL]



Reg. No. 1,787,643

EXHIBIT A

Country	Mark	Registration No.	Registration Date
United States	911-PETS	1,787,643	August 10, 1993

Reg. No. 1,787,643