

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
I.F. Business Forms, Inc.		07/27/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Strategic Pharmaceutical Solutions, Inc.		
Street Address:	17014 NE Sandy Blvd.		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97230		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1975178	VETSOURCE	
Serial Number:	77135217	VETSOURCE	
CORRESPONDENCE DATA			
Fax Number:	(503)796-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(503) 222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Michael A. Cohen		
Address Line 1:	1211 S.W. Fifth Avenue		
Address Line 2:	Suites 1500-1900		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	114977-152253		
NAME OF SUBMITTER:	Michael A. Cohen		
Signature:	/michael a cohen/		

CH \$65.00 1975178

Date:

07/31/2007

Total Attachments: 4

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EXHIBIT A

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is entered into as of ^{July} 27, 2007, by and among Strategic Pharmaceutical Solutions, Inc., an Oregon corporation ("Assignee"), and I.F. Business Forms, Inc., a New York corporation ("Assignor").

RECITALS

WHEREAS, Assignee and Assignor entered into that certain Purchase Agreement effective as of July 27, 2007 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to (a) all trademarks, trade names, corporate names, business names, service marks (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all goodwill associated with or symbolized by any of the foregoing, listed on Exhibit 1 attached hereto and incorporated herein (collectively, the "Trademarks"); and (d) the domain name listed on Exhibit 1 (the "Domain Name").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment, Assignor hereby agrees as follows:

1. **Transfer and Assignment.** Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's rights, title and interest worldwide in and to the Trademarks and Domain Name, together with the goodwill of the business pertaining thereto, which is ongoing and existing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements and misappropriations of the Trademarks and Domain Name, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives. To the extent the foregoing assignment is ineffective for any reason, Assignor hereby grants to Assignee the exclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, worldwide right and license (including the right to sublicense through multiple tiers of sublicensees) to use the Trademarks and Domain Name in connection with the manufacture, sale, distribution, advertising, promotion and importation of any products and services. To the extent the foregoing license is ineffective for any reason,

TRADEMARK

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Assignor hereby irrevocably and perpetually waives all rights Assignor may have in or to the Trademarks and Domain Name, and hereby covenants not to bring or participate in any action against Assignee or its successors, assigns or sublicensees, based upon the use of the Trademarks or Domain Name in connection with the manufacture, sale, distribution, advertising, promotion and importation of any products or services. Unless expressly agreed to by Assignee in a separate written agreement, Assignor agrees not to use, register, or attempt to register, in the United States or in any other country, any trademark, service mark, domain name, URL path, metatag, or key word identical to or confusingly similar with the Trademarks or the Domain Name.

2. **Representations and Warranties of the Parties.** Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. Assignor represents and warrants that it is the current registered and beneficial owner of all right, title and interest worldwide in and to the Domain Name, which is registered with Network Solutions, Inc. ("NSI"), that it has not granted any person or entity any interest in the Trademarks or the Domain Name and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Trademarks or the Domain Name. Assignor acknowledges that it remains responsible for any and all liabilities arising out of or related to its use, ownership or administration of the Trademarks and Domain Name ("**Preexisting Liabilities**") and that no Preexisting Liabilities are transferred to or assumed by Assignee. Assignor will indemnify Assignee and hold Assignee harmless from and against all claims, judgments, damages, losses, and expenses, including without limitation reasonable expenses and fees of attorneys and other professionals, relating to any Preexisting Liabilities or to any breach or alleged breach by Assignor or failure of any of the warranties, agreements, representations, or obligations of Assignor under this Agreement.

3. **Further Assurances.** Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and Domain Name and related rights in Assignee.

4. **Recording of Trademark Assignment and Domain Name Registrant Name Change.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument. Assignor further agrees to take all steps necessary with NSI to change the registrant of the Domain Name from Assignor to Assignee, including but not limited to changing the administrative, technical and billing contacts and the host server information listed in NSI records for the Domain Name

to the contact and host server information provided in writing by Assignee. Assignee may take control of the domain associated with the Domain Name immediately upon the completion of the changes in contact and host server information specified above. For purposes of this Agreement, Assignor's duty to transfer the Domain Name shall not be considered satisfied until the publicly available records available through the "Whois" database maintained by NSI display Assignee as the registrant. Any filing or administrative costs or fees associated with Assignor's transfer of rights herein shall be borne by Assignee.


5. **Purchase Agreement.** This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall control. The parties acknowledge that the Purchase Agreement provides that Assignee will grant Assignor certain limited rights to use the Trademarks. Such limited rights are more particularly described in the License Agreement executed simultaneously herewith.

6. **Counterparts.** This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNEE:

**STRATEGIC PHARMACEUTICAL
SOLUTIONS, INC.,
an Oregon corporation**

By: 
Name: DAVID NAURAU
Title: PRESIDENT

ASSIGNOR:

**I.F. BUSINESS FORMS, INC.,
a New York corporation**

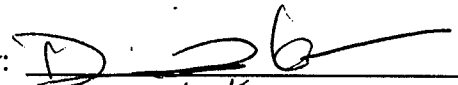
By: 
Name: David Kolko
Title: President

EXHIBIT 1

TRADEMARK

Application/ Registration No.	Jurisdiction	Status (Application/ Registration Date)	Description	Owner
1,975,178	United States	Registered May 21, 1996 Cancelled February 24, 2007	VETSOURCE (word mark)	I.F. Business Forms, Inc.
77/135,217	United States	Filed March 20, 2007 Newly filed application, not yet assigned to USPTO examining attorney	VETSOURCE (word mark)	I.F. Business Forms, Inc.

and all common law rights in and to, and all goodwill associated with or symbolized by, the VETSOURCE mark.

DOMAIN NAME

www.vetsource.com