# 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
Mr Mark L Anderson		09/16/2008	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	AVLS, Inc.	
Street Address:	3838 North 63rd Street	
City:	Lincoln	
State/Country:	NEBRASKA	
Postal Code:	68507	
Entity Type:	CORPORATION: NEBRASKA	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2600186	PETCOM

## **CORRESPONDENCE DATA**

Fax Number: (715)386-6177

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

715-386-5800 Phone:

Email: cskinner@skinnerlaw.com

Correspondent Name: Carol N. Skinner Address Line 1: 212 Commercial Street

Address Line 4: Hudson, WISCONSIN 54016

ATTORNEY DOCKET NUMBER:	GEN172TRA2
NAME OF SUBMITTER:	Carol N. Skinner
Signature:	/Carol N. Skinner/
Date:	09/22/2008

**TRADEMARK** 

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# ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT ("Agreement") is entered into as of the 16th day of September, 2008, by and between Mark L. Anderson, a Wisconsin resident, having its principal place of business at 303 South McKay Avenue, Spring Valley, Wisconsin 54767 ("Assignor"), and AVLS, Inc, a Nebraska corporation, having its principal place of business at 3838 North 63rd Street, Lincoln, Nebraska 68507 ("Assignee").

#### WITNESSETH:

WHEREAS, Assignor has adopted, used and is using the mark PETCOM, Registration number 2,600,186;

WHEREAS, Assignor has registrations for the mark or applications therefor, PETCOM, Registration number 2,600,186;

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to said mark PETCOM, Registration number 2,600,186, and any and all registrations and applications for registrations pertaining to such marks, together with the goodwill of the business in connection with which said marks are used and which is symbolized by said marks; and

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:

- Assignment of Rights. Assignor hereby assigns, sells and transfers unto Assignee all right, title and interest in and to said marks 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

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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 first above-written.

**ASSIGNOR** 

MARK L. ANDERSON

**ASSIGNEE** AVLS, INC.

Name: Mark L. Anderson

Title: President

Subscribed and sworn to before me

this 16 tay of September, 2008.

Notary Public

State of Wisconsin

My Commission Expires: December 14, 2008

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