

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Leather Specialties Corp.		02/06/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	ALS Acquisition Corp.
Street Address:	211 Columbus Avenue
Internal Address:	c/o Rhode Island Textile Company
City:	Pawtucket
State/Country:	RHODE ISLAND
Postal Code:	02862
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2439224	CANINE COUNTRY
Registration Number:	2585014	CANINE COUNTRY
Registration Number:	2783338	AMERICAN COUNTRY
Registration Number:	1519826	CANINE GOURMET
Registration Number:	1516403	MONSIEUR CANINE
Registration Number:	2820499	SMOOTHIES
Serial Number:	77370667	LEAD ME ON

CORRESPONDENCE DATA

Fax Number: (212)554-7700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 554-7800  
 Email: mbernstein@mosessinger.com  
 Correspondent Name: Mitchell Bernstein, Esq.  
 Address Line 1: 405 Lexington Avenue

CH \$190.00 2439224

Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER: 11639-101 ASSIGN

NAME OF SUBMITTER: Mariah Warnock-Graham

Signature: / mgraham /

Date: 02/09/2009

Total Attachments: 6  
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made as of February 6<sup>th</sup>, 2009 (the "Effective Date") by American Leather Specialties Corp., a New York corporation ("Assignor") in favor of ALS Acquisition Corp., a Rhode Island corporation ("Assignee"). All capitalized terms used but not otherwise defined herein shall have the respective meanings specified in that certain Asset Purchase Agreement dated as of February 6, 2009, by and among Assignee, Rhode Island Textile Company, a Rhode Island corporation ("RITCO"), Assignor and each of Alan G. Weinberg, Jeff Weinberg, Robert Weinberg and George Schuman (the "Asset Purchase Agreement"). Unless otherwise defined in this Assignment, capitalized terms used herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

**WHEREAS**, pursuant to the terms of the Asset Purchase Agreement, Assignor has agreed to assign to Assignee certain assets and properties of Assignor relating to Assignor's business of the manufacture and distribution of leather and nylon products for dogs and cats and related products and services (the "Business"), including without limitation, the Company Intellectual Property;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties hereto as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee, Assignor's entire right, title and interest in and to the Company Intellectual Property, as further described on Exhibit A, including without limitation, the Intangible Assets associated with the Business (the Company Intellectual Property and Intangible Assets being referred to collectively herein as, the "Property").
2. All rights and privileges, including the right to sue for and receive all damages from infringements of the Property, whether arising prior to or subsequent to the date of this assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, and rights to damages and profits due or accrued in or relating to any of the foregoing; and all of the goodwill associated therewith, will be held and enjoyed by Assignee, its successors, assigns and other legal representatives.
3. With respect to the tangible Intellectual Property Assets listed on Schedule I hereto, Assignor authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record patent and trademark registrations, applications and title thereto, to record the respective patents and trademarks, or applications therefor, as the property

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of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment.

4. Assignor hereby agrees to execute any and all such further documents and undertake such other actions as may be necessary to effect this transfer of the Property to Assignee.

*(Signature appears on following page)*

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

**ASSIGNOR:**

AMERICAN LEATHER  
SPECIALTIES CORP.

By: 

Name: Jeffrey NEWBERG

Title: PRESIDENT

*[Signature page to Intellectual Property Assignment]*



Exhibit A

Company Intellectual Property

To the extent developed in relation to or in connection with customers of the Business or research and development conducted on behalf of the Business or relating to the Purchased Assets, and related concepts or initiatives, or to the extent used or useful in the conduct of the Business, all intellectual property, including without limitation source codes, object codes, executables, tools, and each and all of the following: (i) patents, patent applications, patent disclosures, mask works, and all divisions, continuations, continuations-in-part, reissues and extensions thereof; (ii) trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, including without limitation the name "American Leather Specialties Corp.", domain names, and other commercial product or service designations (in each case, whether registered or unregistered); (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof; and (iv) any all other rights to existing and future registrations and applications for any of the foregoing and all other proprietary rights in, or relating to, any of the foregoing, including remedies against and rights to sue for infringements, whether arising prior to or subsequent to the date of this assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, and rights to damages and profits due or accrued in or relating to any of the foregoing; and all of the goodwill associated therewith, including, without limitation, all of the tangible Intellectual Property Assets listed on Schedule I, attached hereto; and to the extent developed in relation to or in connection with customers of the Business or research and development conducted on behalf of the Business or relating to the Purchased Assets, and related concepts or initiatives, or to the extent used or useful in the conduct of the Business, all (i) computer software, data, data bases and documentation thereof; and (ii) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), and (iii) any and all other tangible and intangible proprietary property, information and materials, telephone numbers, and advertising relationships, in each case that are or have been used solely (including the development of) in the Business or in any Company Product, technology or process (A) currently being manufactured, published, marketed or used by Assignor in connection with the Business, or (B) currently under development for possible future manufacturing, publication, marketing or other use by Assignor in connection with the Business, in each case together with all translations, adaptations, deviations and continuations thereof including, without limitation, all of the foregoing that are listed on Schedule I.

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Schedule I

Patent	Country	Pat. No.
Pet Collar Design	USA	5,031,576
Lead Me On Leash (application pending)	USA	Application Number 12/029247
Mark	Country	Registration No.
CANINE COUNTRY (tie-out cables)	USA	2439224
CANINE COUNTRY (dog grooming accessories)	USA	2585014
AMERICAN COUNTRY	USA	2783338
CANINE GOURMET	USA	1519826
MONSIEUR CANINE	USA	1516403
SMOOTHIES	USA	2820499
LEAD ME ON (application pending)	USA	Application Number 77-370667

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