

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
Veterinary Ventures, Inc.		02/11/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Radio Systems Corporation
Street Address:	10427 PetSafe Way
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37932
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2259216	DRINKWELL
Registration Number:	3018308	SCOOPWELL
Registration Number:	3554966	LITTER BUDDY
Registration Number:	3273717	DRINKWELL
Registration Number:	3182100	AQUA GARDEN
Registration Number:	3222859	DRINKWELL PLATINUM
Registration Number:	3099518	THE ORIGINAL PET FOUNTAIN
Registration Number:	3129006	DRINKWELL THE ORIGINAL PET FOUNTAIN
Registration Number:	3303969	HYDRO-GO

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: jhorton@pl-iplaw.com

Correspondent Name: Pitts & Lake, P.C.

Address Line 1: P.O. Box 51295
Address Line 4: Knoxville, TENNESSEE 37950-1295

ATTORNEY DOCKET NUMBER:	1285.25080.80
NAME OF SUBMITTER:	Jacob G. Horton
Signature:	/Jacob G. Horton/
Date:	02/20/2013

Total Attachments: 4
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ASSIGNMENT

THIS ASSIGNMENT is made and effective the 11th day of February, Two Thousand and Thirteen by and between Veterinary Ventures, Inc, a corporation of Nevada having a principal place of business at 10427 PetSafe Way, Knoxville, Tennessee 37932, United States of America (hereinafter "Assignor") and Radio Systems Corporation, a corporation of Delaware having a principal place of business at 10427 PetSafe Way, Knoxville, Tennessee 37932, United States of America (hereinafter "Assignee");

WHEREAS, the Assignor is the owner of the rights to certain new and useful inventions which are described in the registered patents and patent applications listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Patents"); and

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Schedule 2 attached hereto and made a part hereof (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Patents and Trademarks; and

WHEREAS, the Assignee desires to acquire all right, title, and interest in and to the Patents and Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

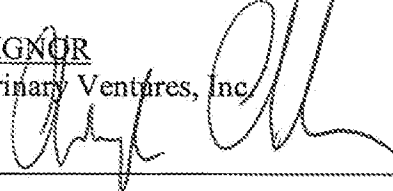
Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

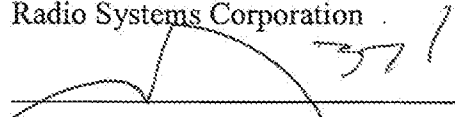
Assignor assigns to Assignee the entire right, title, and interest in the inventions and Patents to Assignee for the entire term of the Patents and any reissues or extensions filed claiming the benefit of the Patents. The right, title and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

NOW THIS ASSIGNMENT WITNESSETH that in pursuance of that agreement and in consideration of the sum of US\$100.00 (the receipt of which is hereby acknowledged) the Assignor HEREBY ASSIGNS AND CONFIRMS unto the Assignee the whole right, title and

interest in and to the said Patents and Trademarks TO HOLD the same unto the Assignee its successors and assigns absolutely.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR
Veterinary Ventures, Inc.


ASSIGNEE
Radio Systems Corporation


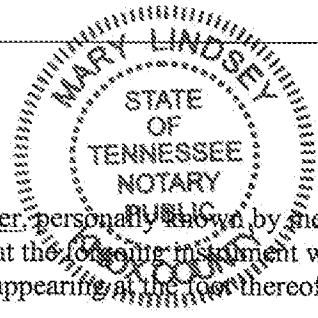
By: Christopher Chandler

By: Randal Boyd

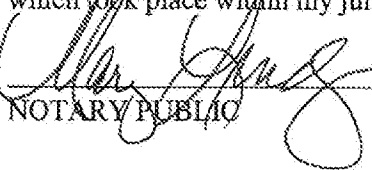
Title: Secretary / Treasurer

Title: President & Chief Executive Officer

IN THE COUNTY OF KNOX)
) ss.:
STATE OF TENNESSEE)



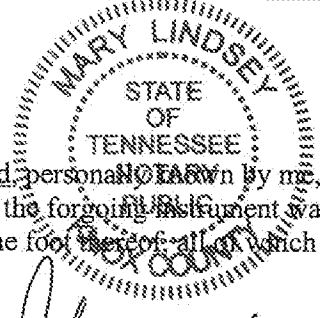
I hereby certify that before me personally appeared Christopher Chandler, personally known by me, who then and there was duly sworn by me, and under oath acknowledged that the foregoing instrument was duly signed, sealed and delivered by Christopher Chandler on the date appearing at the foot thereof, all of which took place within my jurisdiction.


NOTARY PUBLIC

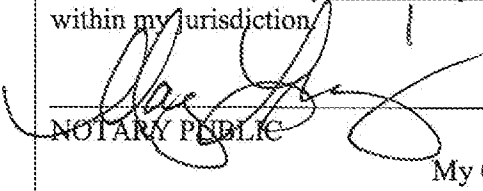
February 11, 2013
November 2, 2016

My Commission Expires:

IN THE COUNTY OF KNOX)
) ss.:
STATE OF TENNESSEE)



I hereby certify that before me personally appeared Randal Boyd, personally known by me, who then and there was duly sworn by me, and under oath acknowledged that the foregoing instrument was duly signed, sealed and delivered by Randal Boyd on the date appearing at the foot thereof, all of which took place within my jurisdiction.


NOTARY PUBLIC

February 11, 2013
November 2, 2016

My Commission Expires:

SCHEDULE 1

<u>PATENT NO.</u>	<u>DATE</u>	<u>TITLE</u>
US 8,096,266	01/17/2012	Systems and Methods for Watering Animals
US 7,757,636	07/20/2010	Animal Watering Devices and Methods of Use
US 7,918,186	04/05/2011	Grass-growing Devices for Pet Fountains
US 7,780,035	08/24/2010	Container and Dish
US 6,055,934	05/02/2000	Animal Waterer
US 5,842,437	12/01/1998	Animal Waterer
US 5,799,609	09/01/1998	Animal Waterer

<u>APPLICATION NO.</u>	<u>DATE</u>	<u>TITLE</u>
US 60/653,595	02/15/2005	Liquid Container and Dish
US 60/672,596	04/18/2005	Grass-Growing Devices for Pet Fountain
US 60/827,855	10/02/2006	Animal Watering Device and Methods of Use

SCHEDULE 2

REGISTERED TRADEMARK NO.

MARK

US2259216	DRINKWELL
US3018308	SCOOPWELL
US3554966	LITTER BUDDY
US3273717	DRINKWELL
US3182100	AQUA GARDEN
US3222859	DRINKWELL PLATINUM
US3099518	THE ORIGINAL PET FOUNTAIN
US3129006	DRINKWELL THE ORIGINAL PET FOUNTAIN
US3303969	HYDRO-GO
OHIM005144753	DRINKWELL
NZ848186	DRINKWELL
JP5477815	DRINKWELL

PENDING TRADEMARK NO.

MARK

CA1541232	DRINKWELL
AU1445409	DRINKWELL
TW100051764	DRINKWELL
KP40-2011-41586	DRINKWELL