

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FURminator, Inc.		09/10/2008	CORPORATION: MISSOURI
FURGOPet, Inc.		09/10/2008	CORPORATION: MISSOURI

**RECEIVING PARTY DATA**

<b>Name:</b>	FM Acquisition Corp
<b>Street Address:</b>	1638 Headland Drive
<b>City:</b>	Fenton
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63026
<b>Entity Type:</b>	CORPORATION: INDIANA

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3238141	FURMINATOR
Registration Number:	2965342	FURMINATOR
Registration Number:	3436938	LOVE YOUR PET, HATE THE SHEDDING?
Serial Number:	77546252	FURMINATOR SHED-LESS TREATMENT
Serial Number:	77545265	FURGOPET
Serial Number:	77545253	FURGOCAT
Serial Number:	77545289	FURGODOG
Serial Number:	77211056	GROOMNVAC
Serial Number:	77366844	THE FURMINATOR FOUNDATION
Serial Number:	77061581	SPRAYNGROOM
Serial Number:	77211047	
Serial Number:	77426019	
Serial Number:	77426025	

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Serial Number:	77211069	BECAUSE SHED HAPPENS
Serial Number:	77426013	
Serial Number:	77426031	
Serial Number:	78680704	DESHEDDING
Serial Number:	77211063	FURGOPET
Serial Number:	78936198	FURGOCAT
Serial Number:	78936206	FURGODOG

**CORRESPONDENCE DATA**

Fax Number: (317)637-7561  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 317-634-3456  
Email: tjcole@uspatent.com  
Correspondent Name: Troy J. Cole  
Address Line 1: 111 Monument Circle, Suite 3700  
Address Line 4: Indianapolis, INDIANA 46204-5137

ATTORNEY DOCKET NUMBER:	31228-3
NAME OF SUBMITTER:	Erica Clark
Signature:	/Erica Clark/
Date:	09/10/2008

**Total Attachments: 7**  
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## TRADEMARK ASSIGNMENT

FURminator, Inc., of 1638 Headland Drive, Fenton, Missouri 63026, and  
FURGOPet, Inc., of 1638 Headland Drive, Fenton, Missouri 63026,

hereafter referred to as the "Assignors," either singularly or collectively (partially or wholly) as appropriate, are the owners of the United States and foreign registered trademarks and trademark applications listed in Schedule A, attached hereto, and the goodwill associated therewith, hereinafter referred to as the "Properties."

On this day, 09 - 10 - 2008 (DD-MM-YYYY) for good, valuable and sufficient consideration to the Assignors, the receipt of which is hereby acknowledged, the Assignors do hereby sell, assign and transfer unto FM Acquisition Corp. having a principal place of business at 1638 Headland Drive, Fenton, Missouri 63026, hereinafter referred to as the "Assignee," all of the entire worldwide right, title and interest in, to and under the Properties, together with the goodwill of the business symbolized by the Properties, in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignors' attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Properties to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignors if this Assignment and sale had not been made, the above, including items (a) through (c), hereinafter referred to as the "Properties and Related Rights."

The Assignors hereby COVENANT AND WARRANT that the Assignors have not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that Assignee is the successor in interest to Assignors' businesses or to that portion of such businesses to which each of the Properties pertain, that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Properties and Related Rights has been made to any party by the Assignors, and that the full right and authority to convey the Properties and Related Rights as herein expressed is possessed by the Assignors, either singularly or collectively (partially or wholly) as appropriate.

The Assignors hereby COVENANT AND WARRANT that the Assignors will, without further consideration or payments to the Assignors but at the Assignee's expense, perform the following as relating to the Properties:

- (1) communicate any and all facts and information known to the Assignors respecting the Properties and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Properties for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignors relating to the Properties and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Properties and Related

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- Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Properties and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignors do hereby agree that any partial waiver of the Assignors' attorney-client rights and privileges as related to the Properties and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignors' attorney-client rights and privileges.

This Assignment embodies the complete agreement between the parties regarding the assignment of the Properties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that the Assignors consent to the courts of Indiana in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of the date of execution by the Assignors.

TRADEMARK ASSIGNMENT

WITNESS Assignor's hand this 10<sup>th</sup> day of September 20 08.

Angela Porter  
Signature of FURminator, Inc. Representative

Angela L. Porter  
Printed name of FURminator, Inc. Representative

President  
Title of FURminator, Inc. Representative

STATE OF Missouri )  
COUNTY OF St. Louis ) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

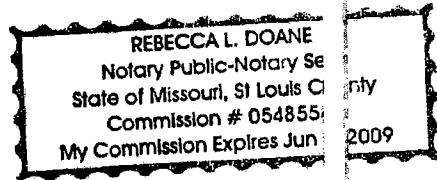
WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of September, 20 08.

Rebecca L. Doane  
Notary Public

Printed Name: Rebecca L. Doane

Resident of St. Louis County

My Commission Expires:  
6/4/09



TRADEMARK ASSIGNMENT

WITNESS Assignor's hand this 10<sup>th</sup> day of September 20 08.

Angela L. Porter  
Signature of FURGOPet, Inc. Representative

Angela L. Porter  
Printed name of FURGOPet, Inc. Representative

Vice President  
Title of FURGOPet, Inc. Representative

STATE OF Missouri )  
COUNTY OF St. Louis ) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

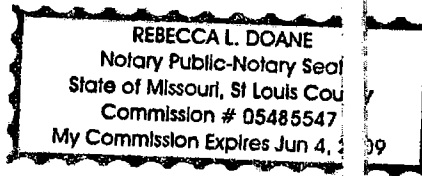
WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of September, 20 08.

Rebecca L. Doane  
Notary Public

Printed Name: Rebecca L. Doane

Resident of St. Louis County

My Commission Expires:  
6/4/09



TRADEMARK ASSIGNMENT

WITNESS Assignee's hand this 10th day of September, 2008.

Julianne S. Lis-Milam  
Signature of FM Acquisition Corp. Representative

Julianne S. Lis-Milam  
Printed name of FM Acquisition Corp. Representative

President  
Title of FM Acquisition Corp. Representative

STATE OF INDIANA )  
 ) : SS  
COUNTY OF MARION )

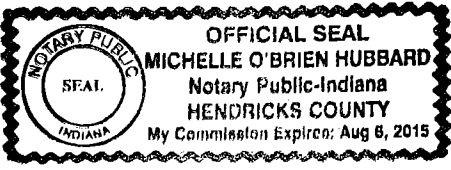
Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignee who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 10th day of September, 2008.

Michelle O'Brien Hubbard  
Notary Public

Printed Name: Michelle O'Brien Hubbard

Resident of Hendricks County



My Commission Expires:  
August 6, 2015

**TRADEMARK ASSIGNMENT**

**SCHEDULE A**

<b>Trademarks</b>		
<b>Country Reg. No./App. Ser. No.</b>	<b>Mark</b>	<b>Status</b>
U.S. Registration No. 3,238,141	FURMINATOR (Stylized and/or with Design)	Registered
U.S. Registration No. 2,965,342	FURMINATOR	Registered
U.S. Registration No. 3,436,938	LOVE YOUR PET, HATE THE SHEDDING?	Registered
Canada Registration No. TMA638357	FURMINATOR	Registered
Hong Kong Registration No. 300839539	FURMINATOR	Registered
Madrid Protocol Registration No. 840544 (Netherlands, Austria, Australia, Switzerland, China, Germany, Spain, France, United Kingdom, Italy, Japan, Korea, Sweden, Turkey)	FURMINATOR	Registered
Mexico Registration No. 989796	FURMINATOR	Registered
Mexico Registration No. 989797	FURMINATOR	Registered
Taiwan Registration No. 01298947	FURMINATOR	Registered
U.S. Application Serial No. 77/546252	FURMINATOR SHED-LESS TREATMENT	Pending
U.S. Application Serial No. 77/545265	FURGOPET	Pending
U.S. Application Serial No. 77/545253	FURGOCAT	Pending
U.S. Application Serial No. 77/545289	FURGODOG	Pending
U.S. Application Serial No. 77/211,056	GROOMNVAC	Allowed
U.S. Application Serial No. 77/366,844	THE FURMINATOR FOUNDATION	Pending
U.S. Application Serial No. 77/061,581	SPRAYNGROOM	Pending
U.S. Application Serial No. 77/211,047	Paw Design	Allowed
U.S. Application Serial No. 77/426,019	Yellow Tool Design	Pending
U.S. Application Serial No. 77/426,025	Yellow Tool Design (color only)	Pending
U.S. Application Serial No.	BECAUSE SHED HAPPENS	Allowed



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77/211,069		
U.S. Application Serial No. 77/426,013	Blue Tool Design	Pending
U.S. Application Serial No. 77/426,031	Blue Tool Design (color only)	Pending
U.S. Application Serial No. 78/680,704	DESHEDDING	Pending
U.S. Application Serial No. 77/211,063	FURGOPET	Allowed
U.S. Application Serial No. 78/936,198	FURGOCAT	Allowed
U.S. Application Serial No. 78/936,206	FURGODOG	Allowed