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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Pet Avenue, Inc.** (Texas Corporation)

*MRD*  
*12-15-00*

2. Name and address of receiving party(ies):

Name: Aspen Pet Products, Inc.

Internal Address: \_\_\_\_\_

Street Address: 11701 East 53rd Avenue

City: Denver State: CO ZIP: 80239

Additional name(s) & addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

Execution Date: May 6, 1996

4. Application number(s) or patents number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s) **D374,520 ; D374,748 ; D378,151 ; 5,560,320**

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and patents involved: \_\_\_\_\_

4

7. Total fee (37 CFR 3.41): ..... \$ 160.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Kristopher E. Ahrend, Esq.

Name of Person Signing

*K Ahrend*

Signature

*12/14/00*

Date

Total number of pages comprising cover sheet: \_\_\_\_\_

5

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

**PATENT**  
**REEL: 011390 FRAME: 0300**

PATENT  
211/063

## PATENT ASSIGNMENT

WHEREAS, Pet Avenue, Inc., a Texas corporation located in Dallas, Texas ("ASSIGNOR") is the owner, by assignment from Kenneth Plunk, of certain inventions pertaining to fleece-type chew toys for dogs and to the patent rights for said inventions, said rights including four pending U.S. patent applications;

WHEREAS, on October 27, 1994, prior to the filing of the aforesaid applications, ASSIGNOR entered into a Product Development and Exclusive License Agreement ("Prior Agreement") with Booda Products, Inc., a California corporation located in Gardena, California ("BOODA"), pursuant to which ASSIGNOR granted to BOODA, inter alia, the sole and exclusive worldwide right and license to manufacture, make, have made, sell and distribute the products subsequently covered by the aforesaid patent applications;

WHEREAS, on or about August 10, 1995, the Prior Agreement was amended to recite that Booda would assume all responsibility for the filing of the aforesaid patent applications and would be responsible for the costs thereof;

WHEREAS, Aspen Pet Products, Inc., a Colorado corporation located in Denver, Colorado ("ASSIGNEE") subsequently acquired BOODA and acceded to the position of BOODA as a party to the Prior Agreement, assuming all of the obligations and benefits of BOODA under the Prior Agreement;

WHEREAS, on or about February 23, 1996, the prior agreement was again amended so that the reporting schedule will be submitted to ASSIGNOR with the royalties due ASSIGNOR on a quarterly basis as opposed a monthly basis; and

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PATENT  
211/063

WHEREAS, the parties hereto now desire that the exclusive right, title, and interest in and to the aforesaid inventions and patent rights be transferred to ASSIGNEE without otherwise changing the terms of the Prior Agreement as twice amended.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest in said inventions and to all Letters Patents and similar protection therefor, not only in the United States and its territorial possessions, but in all countries foreign thereto, including the following pending applications for U.S. Letters Patents therefor, and any continuation, division, renewal or reissue of any of said applications or patents issuing therefrom:

| <u>Title</u>                    | <u>Serial No.</u> | <u>Filing Date</u> |
|---------------------------------|-------------------|--------------------|
| Play and Chew Toy For Dogs      | 08/414,613        | March 31, 1995     |
| A Fleece-Type Chew Toy For Dogs | 29/036,957        | March 31, 1995     |
| A Fleece-Type Chew Toy For Dogs | 29/036,973        | March 31, 1995     |
| A Fleece-Type Chew Toy For Dogs | 29/036,974        | March 31, 1995     |

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the aforesaid applications and said inventions as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto, provided any expenses incurred in so doing are paid by ASSIGNEE, and will promptly execute and deliver to ASSIGNEE, or its legal

PATENT  
122/063

representative, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said applications, all Letters Patents issuing therefrom, and any equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

The exclusive right, title and interest in and to the aforesaid inventions and patent rights is transferred to ASSIGNEE without otherwise changing the terms of the Prior Agreement as heretofore amended.

WITNESS my hand Dallas, Texas, this 4 day of May, 1996.

PET AVENUE, INC.

  
JEAN PLUNK  
PRESIDENTPATENT  
REEL: 011390 FRAME: 0303

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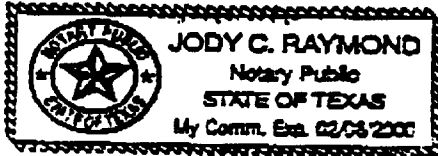
STATE OF TEXAS

COUNTY OF DALLAS

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ss.

On this 6 day of May, 1996, before me, Jean Plunk Notary Public,  
personally appeared JEAN PLUNK, personally known to me whose name is subscribed to  
the within instrument and acknowledged to me that she executed the same in her authorized  
capacity, and that by her signature on the instrument the person, or the entity upon behalf of  
which the person acted, executed the instrument.



WITNESS my hand and official seal.

Jody C. Raymond  
Notary Public in and for  
said County and State