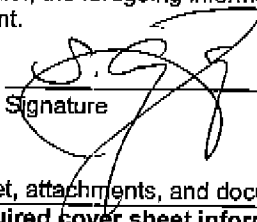
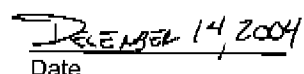


Docket No. 34757/US

FORM PTO 1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)	RECORDATION COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name(s) of conveying party(ies): Jack W. Renforth Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: Aspen Pet Products, Inc. Internal Address: Street Address: 4735 North Florence Street City: Denver State: CO ZIP: 80238 Country: U.S.A.
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 09/27/2004		Additional name(s) & address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Application number(s) or patent 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) 10/940,325		B. Patent No.(s)
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: S. Craig Hemenway Internal Address: DORSEY & WHITNEY LLP Street Address: Republic Plaza Building, Suite 4700 370 Seventeenth Street City: Denver State: CO ZIP: 80202		6. Total Number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) . . . 1 x \$40. \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account number: 04-1415 (Attach 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. S. Craig Hemenway  Signature  Date		
Total number of pages including cover sheet, attachments, and document: 4		
Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the US Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450		

CH \$40.00 041415 10940325

ASSIGNMENT

WHEREAS, I Jack W. Renforth, residing at 5886 South Genoa Court, Aurora, Colorado 80015 (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "Substance-Dispensing Pet Toy," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 10/940,325, filed on September 13, 2004 (the "Utility Application") with attorney docket no. 34757/US; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention application corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and in and to any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Aspen Pet Products, Inc., a corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 4735 North Florence Street, Denver, Colorado 80238 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and set over and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention, Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full

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enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

STATE OF)
) ss.
COUNTY OF)

By: Jack W. Renforth
Jack W. Renforth

Dated: 9-27-04

Before me, a Notary Public in and for said County and State, personally appeared Jack W. Renforth, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 27 day of September, 2004.

Kelley R. Baker
Notary Public

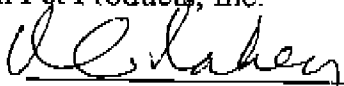
My Commission Expires: 04/08/06

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.


Aspen Pet Products, Inc.

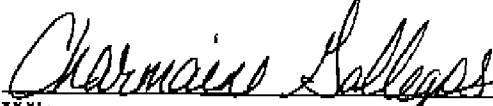
By: 

Name: ROBERT C. FAHEY
Title: VP of FINANCE

Dated: 09/27/04

Place: Aspen Pet Products, Denver CO


Witness: Kelsey D. Baker
Name


Witness: _____
Name