

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bill of Sale

CONVEYING PARTY DATA

Name	Execution Date
Christopher Weinberg	06/30/2007
Leegena Weinberg	06/30/2007

RECEIVING PARTY DATA

Name:	Waggin' Train Worldwide, LLC
Street Address:	1493 Bentley Drive, Suite 101
City:	Corona
State/Country:	CALIFORNIA
Postal Code:	92879

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	60491880
Application Number:	11144953
Application Number:	11161007
Application Number:	29252470
Application Number:	29252444
Application Number:	10781201
Application Number:	11307477
Patent Number:	D514278

CORRESPONDENCE DATA

Fax Number: (714)427-7799
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714-427-7413
 Email: amcnally@swlaw.com
 Correspondent Name: Theodore P. Lopez, Snell & Wilmer, L.L.P
 Address Line 1: 600 Anton Boulevard, Suite 1400

CH \$320.00 60491880

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

51995-0001

NAME OF SUBMITTER:

Theodore P. Lopez

Total Attachments: 2

source=Bill of Sale bt ADI Pet and Waggin Train#page1.tif

source=Bill of Sale bt ADI Pet and Waggin Train#page2.tif

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Christopher and Leegen Weinberg (collectively, the "Weinbergs"), for good and valuable consideration received from Waggin' Train Worldwide, LLC, a Nevada limited liability company (the "Company"), pursuant to a Contribution Agreement dated as of June 29, 2007, by and between the Weinbergs, Alan Lee Distributors, Inc., a Texas corporation doing business as ADI Pet, Inc., and the Company (the "Contribution Agreement"), hereby sells, assigns, transfers, conveys, grants and delivers to the Company, its successors and assigns, effective as of the Closing Date, all of the Weinbergs' right, title and interest in and to the Weinbergs Assets as defined in the Contribution Agreement, including, without limitation, those patents, patent applications, trademarks and trademark applications identified on Exhibit A attached hereto, and all associated goodwill. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Contribution Agreement.

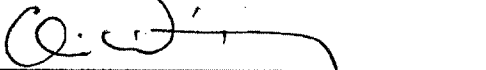
The Weinbergs covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Weinbergs Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of the Company's title to the Weinbergs Assets and, at the request of the Company, to execute and deliver further instruments of transfer and assignment and take such other action as the Company may reasonably request to more effectively transfer and assign to and vest in the Company each of the Weinbergs Assets, all at the sole cost and expense of the Weinbergs.

The terms of the Contribution Agreement, including but not limited to the Weinbergs' representations, warranties, covenants, agreements and indemnities relating to the Weinbergs Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.


The assignment shall inure to the benefit of the Company and its successors and assigns and shall be binding on the Weinbergs and their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of this 30th day of June, 2007.

THE WEINBERGS



Christopher Weinberg



Leegen Weinberg

WAGGIN' TRAIN WORLDWIDE, LLC

By: 

Name: CHRISTOPHER WEINBERG

Title: Chairman

Exhibit A

Trademarks

MARK	SERIAL NO.	REGISTRATION NO.
JERKY TENDERS	78-206,464	2,870,720 (Supplemental)

Patents

TITLE	FILING DATE	SER. NO:	PATENT NO.
Animal Chew Toy	8/01/2003	60/491,880	
Pet Chew	2/18/2005	29/223,793	D514,278
	6/02/2005	11/144,953	
Animal Chew Toy	7/19/2005	11/161,007	
	01/23/2006	29/252,470	
	01/23/2006	29/252,444	
Animal Chew Toy	02/17/2004	10/781,201	
Animal Chew Toy	02/09/2006	11/307,477	