

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> <tr> <td>Riza Chase-Gilpin</td> <td>02/18/2011</td> </tr> <tr> <td>Warren Gilpin</td> <td>02/18/2011</td> </tr> </table>		Name	Execution Date	Riza Chase-Gilpin	02/18/2011	Warren Gilpin	02/18/2011						
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<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>United Pet Group, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>7794 Five Mile Road</td> </tr> <tr> <td>Internal Address:</td> <td>Ste. 190</td> </tr> <tr> <td>City:</td> <td>CINCINNATI</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>45230</td> </tr> </table>		Name:	United Pet Group, Inc.	Street Address:	7794 Five Mile Road	Internal Address:	Ste. 190	City:	CINCINNATI	State/Country:	OHIO	Postal Code:	45230
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<b>PROPERTY NUMBERS Total: 2</b>													
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (404)853-8806</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 4048538000</p> <p>Email: daniel.warren@sutherland.com</p> <p>Correspondent Name: Sutherland Asbill &amp; Brennan LLP</p> <p>Address Line 1: 999 Peachtree St., NE</p> <p>Address Line 4: Atlanta, GEORGIA 30309</p>													
ATTORNEY DOCKET NUMBER:	13906-0066												
NAME OF SUBMITTER:	Daniel J. Warren												

Total Attachments: 5

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**PATENT**  
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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into this 18th day of February, 2011, by and among Riza Chase-Gilpin and Warren Gilpin (collectively, the “**Assignor**”) and United Pet Group, Inc., a Delaware corporation (the “**Assignee**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in the Purchase Agreement (as defined below).

### **RECITALS:**

- A. Assignor and Kitty’s Wonderbox, Inc., a Florida corporation (the “**Company**”), as the Sellers, and Assignee, as Acquiror, entered into that certain Asset Purchase Agreement dated February 18, 2011 (the “**Purchase Agreement**”), whereby Assignee has purchased of all of the right, title and interest of the Sellers in and to all of the Company Intellectual Property Rights.
- B. The Purchase Agreement provides that the Assignor shall deliver an Assignment Agreement duly executed by Assignor conveying good title to the Intellectual Property Rights owned or purportedly owned by the Assignor (the “**Assigned Assets**”), including but not limited to those patents listed on Exhibit A hereto. “**Intellectual Property Rights**” means any and all intellectual and industrial proprietary rights and rights in proprietary or confidential information of every kind and description anywhere in the world, including (i) patents and patent applications, and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof and the right to sue for past, present and future infringements thereof, (ii) trademarks, service marks, trade dress, trade names, logos, slogans, corporate names and other indicia of source, and registrations and applications for registration thereof together with all of the goodwill associated therewith and the right to sue for past, present and future infringements thereof, (iii) copyrights and copyrightable works to include works made for hire, and registrations and applications for registration thereof, (iv) software, (v) internet domain names, websites, universal resource locators and other names and locators associated with the internet, (vi) trade secrets, (vii) moral and economic rights of authors and inventors, however denominated, (viii) all other intellectual property, and (ix) all legal and equitable rights and associated rights of action associated with any of the foregoing intellectual property.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby covenant and agree as follows:

- 1. Assignment of Assigned Assets. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, free and clear of all Liens, all of Assignor’s right, title and interest of every nature (absolute, contingent, fee, leasehold, statutory, contractual or otherwise) in and to the Assigned Assets.

2. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Ohio, without giving effect to the conflicts of law principles thereof.

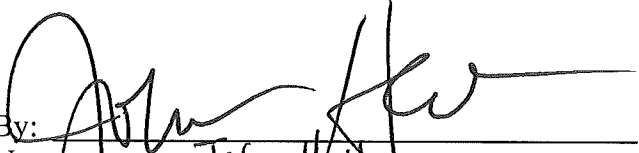
3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All such counterparts shall together constitute one and the same instrument.

[Signatures on the following page]

IN WITNESS WHEREOF, the Assignee and the Assignor have caused this Agreement to be duly executed as of the date first above written.

**ASSIGNEE:**

UNITED PET GROUP, INC.

By:   
Name: John Heil  
Title: President

**ASSIGNOR:**

\_\_\_\_\_  
Riza Chase-Gilpin, individually

\_\_\_\_\_  
Warren Gilpin, individually

[Signature Page to Assignment Agreement – Gilpins]

IN WITNESS WHEREOF, the Assignee and the Assignor have caused this Agreement to be duly executed as of the date first above written.

**ASSIGNEE:**


UNITED PET GROUP, INC.

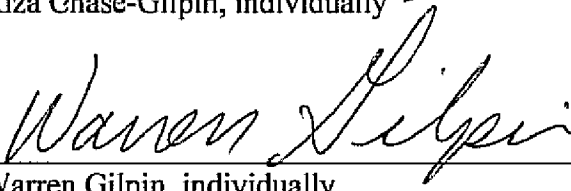
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNOR:**

  
\_\_\_\_\_  
Riza Chase-Gilpin, individually

  
\_\_\_\_\_  
Warren Gilpin, individually

## **EXHIBIT A**

### **Patents**

<b>Patent No.</b>	<b>Title</b>
US Patent No. 5,172,652	Absorbent Pet Waste Container
US Design Patent No. D468,493 S	Litter Box Stand
Canadian Industrial Design Reg. No. 98166	Litter Box Stand