

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3142977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PET ECOLOGY BRANDS, INC.	10/02/2013
RECEIVING PARTY DATA	
Name:	QUALITY LOGISTICS SYSTEMS, INC.
Street Address:	3801 PINNACLE POINT DRIVE
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75211
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7533630
CORRESPONDENCE DATA	
Fax Number:	(972)479-0464
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	9724790462
Email:	ADMIN@DALPAT.COM
Correspondent Name:	GREGORY M. HOWISON
Address Line 1:	P.O. BOX 741715
Address Line 4:	DALLAS, TEXAS 75374-1715
ATTORNEY DOCKET NUMBER:	QLGS-32172
NAME OF SUBMITTER:	GREGORY M. HOWISON
SIGNATURE:	/Gregory M. Howison, Reg. #30646/
DATE SIGNED:	12/11/2014
Total Attachments: 2	
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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, is made and delivered this 2nd day of October, 2013 by Christopher J. Moser, (the "Seller"), solely in his capacity as the Chapter 7 Bankruptcy Trustee for Pet Ecology Brands, Inc. (the "Debtor"), to Quality Logistics Systems, Inc. (the "Buyer").

WHEREAS, for good and valuable consideration, Seller has agreed to transfer and assign to Buyer, and Buyer has agreed to accept and take from Seller, all of the Debtor's right, title, and interest in and to the following (collectively, the "Subject Assets"):

(a) Continental ROLLO-MIXER®, Mark VII-I, Model No. 86-150/20, Serial No. 2853, located at 3801 Pinnacle Point Drive, #100, Dallas, TX 75211;

(b) Debtor's intellectual property, including but not limited to Patent Nos. 5,655,480 for Animal Control Litter; 5,996,534, 6,101,978, 6,308,658, and 6,382,132 for Animal Litter Having the Property of Detecting Urinary Infection in Felines; 7,533,630 for Animal Litter Having the Property of Detecting Diabetes in Felines; as well as all of Debtor's pending patent applications;

(c) Debtor's inventory of raw materials and finished goods;

(d) Any and all licenses to manufacture and distribute Debtor's products; and

(e) Debtor's goodwill.

NOW, THEREFORE, pursuant to the consideration set forth above, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Conveyance. Seller hereby assigns, transfers, conveys and delivers to Buyer all of the right, title and interest of the Debtor in and to the Subject Assets.

2. Disclaimer of Representations and Warranties. THE SUBJECT ASSETS ARE BEING SOLD "AS IS" AND "WHERE IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. For clarification, the Seller, does not have possession, custody, or control of any of the Subject Assets or any documents evidencing or supporting the existence of any of the Subject Assets. The Seller makes no representations or warranties of any kind concerning the existence, location, condition, validity, enforceability, possession, custody, or control of any of the Subject Assets or any

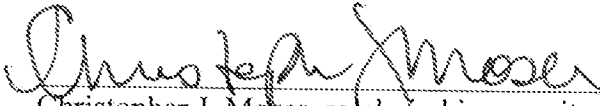
documents evidencing or supporting the existence of any of the Subject Assets. This Bill of Sale and Assignment conveys whatever interest, if any, the Debtor has in the Subject Assets.

4. Undertakings. If, subsequent to the date hereof, any property that is part of the Subject Assets herein conveyed comes into possession of Seller, Seller shall promptly deliver the same to Buyer.

5. Governing Law. This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws principles.

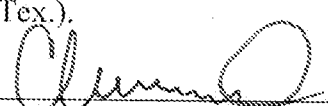
IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale and Assignment to be executed and delivered as of the date first above written.

SELLER:


Christopher J. Moser, solely in his capacity
as Chapter 7 Bankruptcy Trustee for Pet
Ecology Brands, Inc., Case No. 12-42550
(Bankr. E.D. Tex.)

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 2nd day of October, 2013, by Christopher J. Moser, solely in his capacity as Chapter 7 Bankruptcy Trustee for Pet Ecology Brands, Inc., Case No. 12-42550 (Bankr. E.D. Tex.).


Notary Public, State of Texas

4842-2650-9590, v. 1

