

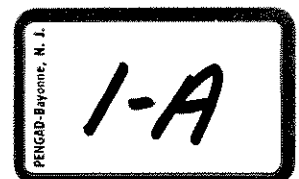
INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into this ____ day of _____, 2010 (the "Effective Date"), between The Colorado Humane Society & S.P.C.A., Inc., a Colorado nonprofit corporation ("Assignor") acting by and through Waverton Group, LLC, as Receiver for Assignor ("Receiver"), and Colorado Anti-Cruelty Society, a Colorado nonprofit corporation ("Assignee").

For the consideration of Ten United States Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General Assignment. Assignor hereby irrevocably assigns, sells, transfers and conveys to Assignee any and all right, title and interest in or to any and all intellectual property assets that are owned by Assignor, as such assets were ordered to be controlled and held by Receiver, pursuant to the certain Stipulated Order Appointing Custodian and Issuing Preliminary Injunctive Relief, dated December 16, 2008, entered by the Arapahoe County District Court, State of Colorado (the "Court") in Case No. 2008-CV-2659 (the "Case"), and authorized to be sold by Receiver, pursuant to that certain Order re: Motion to Allow (1) the Custodian, or in the Alternative the Receiver, to Sell Assets or the Custodianship Estate by Judicial Sale Free and Clear of Claims, Liens and Encumbrances and (2) Further Motions to Establish Sale Procedures, etc., dated December 1, 2009, and entered by the Court in the Case, and all applicable worldwide proprietary rights therein and related thereto, both registered and unregistered in every jurisdiction (collectively, the "Intellectual Property"). The Intellectual Property includes without limitation (a) all trademarks, service marks, brands, logos, designs or other designations of origin of goods or services (the "Marks") together with the associated goodwill, all applications and registrations for the Marks, all statutory and common law rights related to the Marks, (b) the name "Colorado Humane Society & S.P.C.A., Inc.", the trade name "Colorado Humane Society, Inc." and the name "Colorado Humane Society", (c) the name "Rocky Mountain Humane Society"; (d) all copyrights and any related registrations and applications, and works of authorship and mask work rights, including the design of the website found at www.coloradahumane.org, any logos, all past and present marketing materials, and all other materials that have borne or currently bear the Marks (the "Copyrights"), together with all moral rights and all statutory and common law rights related to the Copyrights, (e) all domain names, and (f) any other analogous rights including but not limited to the intellectual property described in Exhibit A attached hereto. For purposes of clarification, but not limitation, the Intellectual Property includes: (i) all enhancements and improvements to the Intellectual Property; (ii) all income, royalties, damages and payments now or hereafter due or payable; (iii) the right to sue for past, present and future infringements of the Intellectual Property; and (iv) all other rights corresponding, incidental or relating to the foregoing. Assignor retains no right to use the Intellectual Property and agrees not to challenge the validity of Assignee's ownership of the Intellectual Property.

2. Further Assurances. Upon each request by Assignee, without additional consideration, Assignor and/or Receiver agrees: (a) to promptly execute documents, testify and take other acts at Assignee's expense as Assignee may deem necessary or desirable to procure, maintain, perfect, enforce and defend the full benefits, enjoyment, rights, title and interest of the Intellectual Property on a worldwide basis; (b) to render all necessary assistance in the preparation and prosecution, in Assignee's name and for its benefit, of any applications, renewals, and extensions covering the Intellectual Property; and (c) to render all necessary



assistance in the prosecution or defense of any interferences, infringement suits, or other proceedings that may arise in connection with the Intellectual Property, including without limitation, testifying as to any facts relating to the Intellectual Property assigned in this Assignment. If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignor.

3. Transfer of Tangible Items. Assignor and/or Receiver further agrees to deliver to Assignee upon execution of this Assignment any and all tangible manifestations of the Intellectual Property, including without limitation, all documents, notes, records, files and tangible items of any sort in its possession or under its control relating to the Intellectual Property.

4. Ownership. Assignor and/or Receiver shall not at any time do or cause to be done any act or thing which may adversely affect any rights of Assignee in and to the Intellectual Property. Assignor and/or Receiver further agrees not to challenge Assignee's ownership or the validity of the Intellectual Property or any application for registration thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the date first above written.

ASSIGNOR

**THE COLORADO HUMANE SOCIETY & S.P.C.A., INC.,
a Colorado nonprofit corporation**

Acting by and through: Waverton Group, LLC, as Receiver

By: _____
Name: _____
Title: _____

ASSIGNEE

**COLORADO ANTI-CRUELTY SOCIETY, a Colorado
nonprofit corporation**

By: _____
Name: _____
Title: _____

EXHIBIT A
INTELLECTUAL PROPERTY

TRADEMARKS

Mark	Application Number	Registration Number	Registration Date	Description	Status
"HEADS, TUMMIES, TAILS & TOES"	76/457816	2819026	3/2/2004	Educational services, namely providing education information and training in the field of animal care, animal raising and animal behavior, in International Class 041	Section 8 due 3/2/2010
FROM WAGS TO WHISKERS	76/457749	3220994	3/27/2007	Charitable fund raising services in support of animal welfare services, in International Class 036 Organizing a gala dinner in support of animal welfare services, in International Class 043	Section 8 due 3/27/2013
COLORADO HUMANE SOCIETY	77/914165	N/A	N/A	Charitable fundraising, in International Class 036	newly filed application
COLORADO HUMANE SOCIETY	77/914163	N/A	N/A	educational services, namely conducting classes, informational programs, individual and group instruction, and providing presentations, resources, materials and pamphlets in the field of animal care, in International Class 041	newly filed application
COLORADO HUMANE SOCIETY	77/914160	N/A	N/A	providing a website featuring information on animal control, animal welfare, animal shelters and animal rescue services, in International Class 045	newly filed application

DOMAIN NAMES

1. coloradohumane.org
2. coloradohumane.net
3. coloradohumane.com
4. coloradohumanesociety.org
5. coloradohumanesociety.net
6. coloradohumanesociety.com