

6-1-99

06-04-1999

RECO



HEET

To the Honorable **101055906**
Please record the attached original documents or copy thereof.

Trademarks:

1. Name of conveying party(ies):
Linh M. Bui; Tiffany L. Bierer; Jason Hodge;
Roger Bektash and Graeme Blackwood

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Name: Kal Kan Foods, Inc.
Internal Address: _____
Street Address: 3250 East 44th Street
City: Vernon
State: CA Zip: 90058-0853

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: Bui 4/7/99; Bierer 4/8/99; Hodge 4/14/99; Bektash 4/9/99; and Blackwood 4/8/99

Additional name(s) & address(es) attached?
 Yes 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): 09/273,933

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Fulbright & Jaworski L.L.P.
Internal Address: Patent Department
Street Address: 1301 McKinney
Suite 5100
City: Houston
State: Texas Zip: 77010-3095

6. Total number of applications and patents involved:
ONE

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jan K. Simpson
Name of Person Signing

Jan K. Simpson
Signature

5/29/99
Date

Total number of pages including cover sheet, attachments, and document.

8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/03/1999 DNGUYEN 00000150 09273933

01 FC:581

40.00 DP

PATENT ASSIGNMENT

WHEREAS, we Linh M. Bui, a citizen of the United States, residing at 333 Bungalow Dr., Apt. #4, El Segundo, California 90245; Tiffany L. Bierer, a citizen of the United States of America, residing at 2582 Associated Road #9, Fullerton, California 92835; Jason Hodge, a citizen of Australia, residing at 485 Crisp Street; Albury, New South Wales, Australia 2640; Roger Bektash, a citizen of Australia, residing at Arandel Park, RMB 3060, Barnawartha 3688, Australia; and Graeme Blackwood, a citizen of the United Kingdom, residing at 1721 Arbolita Drive, La Habra, California 90631; (herein called "Assignors"), are the inventors and owners of a certain new and useful invention(s) (herein "Invention") and improvement(s) entitled PET FOOD FOR MAINTENANCE OF JOINT HEALTH AND ALLEVIATION OF ARTHRITIC SYMPTOMS IN COMPANION ANIMALS; and

WHEREAS, KAL KAN FOOD, INC., a corporation duly organized and existing under and by virtue of the laws of the State of California, and having a principal place of business at 3250 East 44th Street, Vernon, California 90058-0853 (herein called "Assignee"), is desirous of acquiring and Assignors are desirous of assigning to Assignee all right, title and interest in and to said Invention, improvement and any patent and patent application thereon in PET FOOD FOR MAINTENANCE OF JOINT HEALTH AND ALLEVIATION OF ARTHRITIC SYMPTOMS IN COMPANION ANIMALS;

NOW, THEREFORE, Assignors, for and in consideration of One Dollar (\$1.00) cash in hand paid to them and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL, ASSIGN and CONVEY unto Assignee all our right, title, and interest throughout the world in and to:

1. Said Invention and improvements in PET FOOD FOR MAINTENANCE OF JOINT HEALTH AND ALLEVIATION OF ARTHRITIC SYMPTOMS IN COMPANION ANIMALS;

2. United States of America patent application on said Invention filed March 22, 1999, under Serial No. 09/273,933;

3. All applications for patent or like protection on said Invention that have now been or may in the future be made by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;

4. All patents and like protection that have now been or may in the future be granted on said Invention to Assignors or their legal representatives, whether in the United States of America or in any other country or place anywhere in the world;

5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;

6. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;

7. The right to Assignee to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and

8. All international rights or priority associated with said Invention, applications, patents and like protection.

Assignors covenant that Assignors, their heirs, legal representatives, assigns, administrators, and executors will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.

The U.S. Commissioner of Patents and Trademarks is hereby requested to issue U.S. Letters Patent in accordance with this Assignment.

EXECUTED on the date indicated below opposite our signatures.

DATE: 4/7/99

Linh M. Bui
Linh M. Bui

THE STATE OF CALIFORNIA
COUNTY OF _____

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This instrument was acknowledged by Linh M. Bui, on the _____ day of _____, 1999.

Notary Public in and for the State of California

My Commission Expires:

DATE: _____

Tiffany L. Bierer
Tiffany L. Bierer

THE STATE OF CALIFORNIA
COUNTY OF _____

§
§
§

This instrument was acknowledged by Tiffany L. Bierer on the _____ day of _____, 1999.

Notary Public in and for the State of California

My Commission Expires:

EXECUTED on the date indicated below opposite our signatures.

DATE: _____
Linh M. Bui

THE STATE OF CALIFORNIA §
COUNTY OF _____ §

This instrument was acknowledged by Linh M. Bui, on the _____ day of _____, 1999.

Notary Public in and for the State of California

My Commission Expires:

DATE: 4/8/99 _____
Tiffany L. Bierer
Tiffany L. Bierer

THE STATE OF CALIFORNIA §
COUNTY OF Los Angeles §

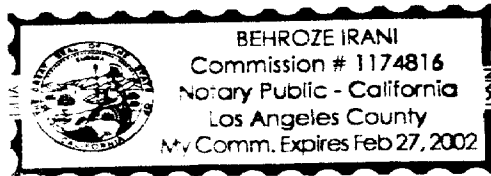
This instrument was acknowledged by Tiffany L. Bierer on the 8th day of April, 1999.

Behroze Irani

Notary Public in and for the State of California

My Commission Expires:

Feb. 27, 2002



DATE: 14/4/99

Jason Hodge
Jason Hodge

THE COUNTRY OF AUSTRALIA

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This instrument was acknowledged by Jason Hodge, on the 14th day of April, 1999.

Witness; Jane Gould

Notary Public in and for the _____

My Commission Expires:

DATE: _____

~~_____~~
Roger Bektash

THE COUNTRY OF AUSTRALIA

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This instrument was acknowledged by Roger Bektash, on the _____ day of _____, 1999.

~~_____~~
Notary Public in and for the _____

My Commission Expires:

DATE: _____

Jason Hodge

THE COUNTRY OF AUSTRALIA

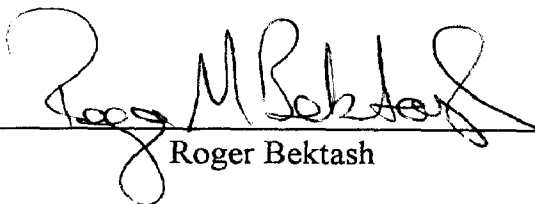
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This instrument was acknowledged by Jason Hodge, on the _____ day of _____, 1999.

Notary Public in and for the _____

My Commission Expires:

DATE: 9/4/99



Roger Bektash

THE COUNTRY OF AUSTRALIA

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This instrument was acknowledged by Roger Bektash, on the 4th day of April, 1999.

Witness; Jane Gould

Notary Public in and for the _____

My Commission Expires:

DATE: 4/3/99

Graeme Blackwood
Graeme Blackwood

THE STATE OF CALIFORNIA §
 §
COUNTY OF Los Angeles §

This instrument was acknowledged by Graeme Blackwood on the 8th day of April, 1999.

Behroze Irani
Notary Public in and for the State of California

My Commission Expires:
Feb 27, 2002

