

Attorney Docket No. 30298-69570
PATENT

RECORDATION OF ASSIGNMENT OF PATENTS

Box Assignments
Assistant Commissioner of
Patents and Trademarks
Washington, D.C. 20231

Attn: Assignment Branch - Patents

Sir:

It is requested that the Assignment Branch record the properties listed below.

1. CONVEYING PARTIES: Nestle Purina PetCare Company
Checkerboard Square
St. Louis, Missouri 63164

2. RECEIVING PARTY: NPPC Services, Inc.
Checkerboard Square
St. Louis, Missouri 63164

3. INTEREST CONVEYED: Assignment

EXECUTION DATES: October 24, 2002

4. PROPERTIES: U.S. Application Serial No. 29/159,277

5. CORRESPONDENCE ADDRESS: Barnes & Thornburg
11 South Meridian Street
Indianapolis, Indiana 46204
(317) 236-1313

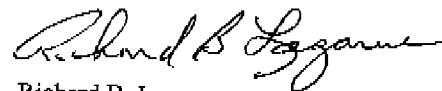
6. FEE CALCULATION: 1 x \$40 = \$40.00

7. Please charge the Deposit Account of Barnes & Thornburg, No. 10-0435 (30298-69570) for the appropriate recordation fee.
8. The undersigned states that to the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted herewith is a true copy of the original document.

Total number of pages including cover sheet, attachments and documents: 3.

Respectfully submitted,

BARNES & THORNBURG



Richard B. Lazarus
Reg. No. 48,215
(202) 289-1313

DCDS01 RLAZARUS 02654v2

ASSIGNMENT

WHEREAS, Nestlé Purina PetCare Company, formerly known as Ralston Purina Company, a Missouri corporation, with its principal office located at Checkerboard Square, St. Louis, Missouri 63164 (hereinafter "Assignor") desires to convey certain Intellectual Property to NPPC Services, Inc., a Delaware corporation (hereinafter "Assignee"); and

WHEREAS, Assignee desires to acquire such Intellectual Property from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby contributes, transfers, conveys and assigns to Assignee all of its right, title and interest in the patents and patent applications listed on the attached Schedule A, including the right to sue for past infringement and collect for past damages and all continuations, divisions or reissues, and Assignor does hereby authorize and request the U.S. Commissioner of Patents and Trademarks and any other governmental agency to issue, in accordance with this Assignment, any and all Letters Patent that may be granted on said application.

This Assignment is effective June 28, 2002.

NESTLÉ PURINA PETCARE COMPANY

By: W. P. McGinnis
W. P. McGinnis, CEO & President

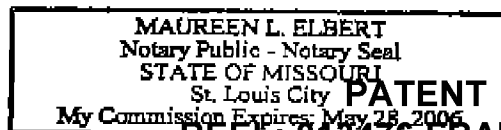
STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

On this 24th day of October 2002, before me appeared W. P. MCGINNIS, to me personally known, who, being by me duly sworn did say that he is the CEO & President of NESTLÉ PURINA PETCARE COMPANY, a corporation of the State of Missouri, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said W. P. MCGINNIS acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Maureen L. Elbert
Notary Public

My Commission Expires:



REEL: 013476 FRAME: 0535

SCHEDULE A

Our Matter Number.	Nestec Ltd. Ref. Number	Application Number	Application Date
30298-69570	SP-1257 NO7308/US	29/159,277	18-Apr. 2002

INDSQZ JTP 346229V1