Phyllis Colleton-Carter

PATENT

REEL: 014773 FRAME: 0005

## ASSIGNMENT

WHEREAS, WE, Christina Khoo, Kathy L. Gross, Dennis Jewell, Karen Wedekind and Steven Zicker (below referred to as ASSIGNORS, residing, respectively, as set forth hereinafter, have made an invention for which application for Letters Patent of the United States was filed in the United States Patent and Trademark Office as Application Serial No. NOT YET ASSIGNED filed December 5, 2003 naming the ASSIGNORS as an inventor, and entitled Composition and Method; and

WHEREAS, Hill's Pet Nutrition, Inc., a corporation duly organized and existing under the laws of the State of Delaware, United States of America and having its principal office and place of business at 400 Southwest 8<sup>th</sup> Street, Topeka, Kansas 66603, and offices and place of business at 1035 Northeast 43<sup>rd</sup> Street, Topeka, Kansas 66617 (below referred to as "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in and to the aforesaid invention and patent application and corresponding patent rights worldwide:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS, by these presents do sell, assign and transfer to ASSIGNEE, the full and exclusive right, title and interest in and to the aforesaid invention, the aforesaid U.S. and all corresponding foreign patent applications, all divisional, continuation, continuation-in-part, reissue and reexamination applications of the aforesaid U.S. application, and all Letters Patent or comparable rights issuing thereon in the United States and in all foreign countries, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the ASSIGNORS hereby authorize and request the U.S. Commissioner of Patents and Trademarks and all foreign Patent Offices to issue all Letters Patent or comparable rights issuing on any application as aforesaid to ASSIGNEE, or to its successors, assigns or legal representatives;

ASSIGNORS hereby covenant that ASSIGNORS have full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement in conflict herewith;

ASSIGNORS agree to communicate to ASSIGNEE or to its successors, assigns or legal representatives any and all facts known to them or any of them respecting said invention, and without further remuneration to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and reexamination applications, make all rightful oaths and generally do all lawful acts to aid ASSIGNEE or its successors, assigns or legal representatives to obtain and enforce proper patent protection for said invention in all countries and to enhance or perfect ASSIGNEE's title in and to the invention and patent rights therein.

ASSIGNORS hereby authorize attorneys for ASSIGNEE to enter on this document any applicable serial numbers and filing dates after ASSIGNORS' execution of this document.

This A	Assignment	is effective as	of	December 5,	2003

Page 1 of 2

(Assignment con't) IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 24 day of November 2003. **Address: 1100 Andover Street** Lawrence, KS 66049 State of County of On this 24th day of November \_\_\_\_ 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared the above signatory, known to me to be the person of that name, who executed the foregoing instrument in my presence. **NOTARY PUBLIC** STATE OF KANSAS DEBBIE SUE HULSOPPI MY APPOINTMENT EXPIRES IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 Address: 3627 NW 94th Street Topeka, KS 66618-9500 State of Kansas County of Shown ce On this 24 day of \_ \_\_ 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared the above signatory, known to me to be the person of that name, who executed the foregoing instrument in my presence.

DEETRA I. HULSING
Notary Public - State of Kansas
My Appt. Expires August 11, 2004

(Sheet 2 of 4)

PATENT REEL: 014773 FRAME: 0007

(Assignment con't)	
IN TESTIMONY WHEREOF, I hereur November 2003.	nto set my hand and seal this 24 day of  Dennis Jewell
State of Kansus County of Shawn re	Address: 1752 E. 980 Road Lawrence, KS 66049  2003, before me, a Notary Public in appeared the above signatory, known to me
DESTRAT BULSING Notery Public - State of Kansas My Appt. Expires August 11, 2004	NOTARY PUBLIC
IN TESTIMONY WHEREOF, I hereur 2003.	to set my hand and seal this 4th day of  Kalen & Wedekind  Karen Wedekind
State of Kunsas County of Shawn ce	Address: 197 Palmberg Street Meriden, KS 66512
. A 1	
DEETRA I. HULSING Notery Public - State of Kansas My Appt. Expires August 11, 2004	NOTARY PUBLIC

(Sheet 3 of 4)

(Assignment con't)

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this Lack-day of NUMEMBER 2003.

Address: 3017 Oxford Road

Lawrence, KS 66049

State of Kansus County of Chawn 40

On this day of Noucalow 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared the above signatory, known to me to be the person of that name, who executed the foregoing instrument in my presence.

DEETRA L HULSING Notary Public - State of Kansas My Appt. Expires August 11, 2004

Hill's Pet Nutrition, Inc. accepts this Assignment.

HILL'S PET NUTRITION, INC.

Steven K. Morse

Vice President

Legal & Government Affairs

(Sheet 4 of 4)

**PATENT** REEL: 014773 FRAME: 0009

**RECORDED: 12/05/2003**