

Form PTO-1595 (Rev. 09/04)  
OMB No. 0851-0027 (exp. 8/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Allan A. Torney (09/17/2004), Kasim A. Zubair (09/13/2004), Lisa Mooney (09/13/2004), Frank Shields (09/17/2004), and

Execution Date(s): in parentheses after inventor name

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

**3. Nature of Conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

**2. Name and address of receiving party(ies)**

Name: MARS INCORPORATED

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

6885 Elm Street

City: McLean

State: Virginia

Country: United States of America Zip: 22101-3883

Additional name(s) & address(es) attached:  Yes  No

**4. Application or patent number(s):**

A. Patent Application No.(s)  
10/939,206

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Jan K. Simpson  
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: HO-P02862US1  
Street Address: 1301 McKinney, Suite 5100

City: Houston  
State: TX Zip: 77010-3095  
Phone Number: (713) 651-5383  
Fax Number: (713) 651-5246  
Email Address: jksimpson@fulbright.com

**6. Total number of applications and patents involved:**

1

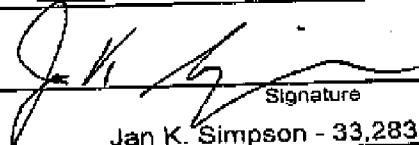
**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number 06-2375  
Authorized User Name Jan K. Simpson

**9. Signature:**

  
Signature  
Jan K. Simpson - 33,283  
Name of Person Signing

November 15, 2004  
Date

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

CH \$40.00 062375 10939206

RECORDATION FORM COVER SHEET  
(continued)

Form PTO-1595

Additional Conveying Party(ies)/Execution Date(s) (1. Continued):

Tiffany L. Bierer (09/13/2004)

Additional Assignees (2. Continued):

Assignee Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Assignee Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Assignee Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional Applications and/or Patents (4. Continued):

Additional Patent Application Numbers  
4A. Continued:

Additional Patent Numbers  
4B. Continued:

Additional numbers attached?

Yes  No

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Allan A. Torney; Kasim A. Zubair; Liisa Mooney; Frank Shields; and Tiffany L. Bierer (hereinafter referred to as Assignors), residing at 27 Leneck Avenue, Brampton, Ontario L6X 2A9, CANADA; 273 Sunny Meadow Blvd., Brampton, Ontario L6R 3C3, CANADA; 61 Glenwood Avenue, Toronto, Ontario M6P 3C7, CANADA; 6425 Country Club Drive, La Verne, California 91750; and 2582 Associated Road, #9, Fullerton, California 98235, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in **FOOD PRODUCT FOR HAIRBALL TREATMENT**, set forth in a Patent application for Letters Patent of the United States, already filed on September 10, 2004 as U.S. Application No.10/939,206; and

**WHEREAS**, MARS INCORPORATED, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 6885 Elm Street, McLean, Virginia 22101-3883 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and

enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

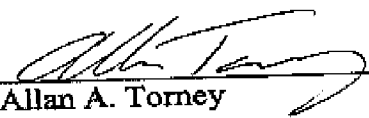
**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.


**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.


**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document: All practitioners at Customer Number 26271, Fulbright & Jaworski L.L.P.

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: Sept 17/04 Signature:   
Allan A. Torney

Date: Sept-13<sup>th</sup>, 04 Signature:   
Kasim A. Zubair

Date: Sept. 13/04 Signature:   
Liisa Mooney

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Frank Shields

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Tiffany L. Bierer

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Allan A. Torney

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Kasim A. Zubair

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Liisa Mooney

Date: 9/17/04 Signature:   
Frank Shields

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
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Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Allan A. Torney

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Kasim A. Zubair

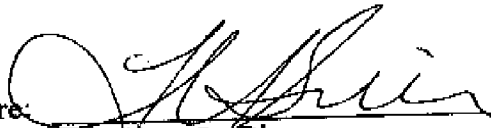
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Liisa Mooney

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Frank Shields

Date: 9/13/04

Signature:   
Tiffany L. Bierer