# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Nature Vision, Inc.	10/28/2005

### **RECEIVING PARTY DATA**

Name:	Olympic Controls Corp.	
Street Address:	1080 East Chicago Street	
City:	Elgin	
State/Country:	ILLINOIS	
Postal Code:	60120	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5186646

## **CORRESPONDENCE DATA**

Fax Number: (612)632-4230

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-632-3230

Email: trademark@gpmlaw.com

Correspondent Name: Gray, Plant, Mooty, Mooty & Bennett, PA

Address Line 1: P.O. Box 2906

Address Line 4: Minneapolis, MINNESOTA 55402-0906

ATTORNEY DOCKET NUMBER:	104817
NAME OF SUBMITTER:	Tiffany Larson, Paralegal

Total Attachments: 2

source=Assignment#page1.tif source=Assignment#page2.tif

> PATENT REEL: 016700 FRAME: 0134

500057763

CH \$40.00

#### ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") takes effect on October 28, 2005 and is entered into by Nature Vision, Inc., a Minnesota corporation (the "Assignor"), as assignor, in favor of Olympic Controls Corp., an Illinois corporation ("Assignee"), as assignee, with reference to the following:

- A. Assignor and Assignee have entered into an Asset Purchase Agreement of even date (the "Asset Purchase Agreement"), pursuant to which Assignor has sold, among other things, the Intellectual Property, including U.S. Patent No. 5186646 (the "Patent") and U.S. Trademark Registration No. 1,798,548, BOOKENDZ, registered October 12, 1993 (the "Trademark"), to Assignee in exchange for the Purchase Price.
- B. Assignee would not have entered into the Asset Purchase Agreement but for Assignor's execution of this Assignment.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor agrees:

- 1. **Definitions.** Except as specified to the contrary, all capitalized terms in this Assignment shall have the meanings assigned to them in the Asset Purchase Agreement.
- Assignment of Intellectual Property. Effective concurrently with the Closing, Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Intellectual Property, including the Patent and the Trademark, together with all associated good will and all related rights, and all registrations and applications for registration in the U.S. and any foreign countries, including any renewals and extensions of any registration that is or may be secured; and also including all rights in any continuation, continuation-in-part, division, reissue, or reexamination application, or any patent that issue from any such application, that claims priority from the Patent; and agrees to provide all assistance reasonably requested by Assignee in the establishment, preservation and enforcement of Assignee's rights to all such Intellectual Property. Assignor hereby waives all moral rights with respect to the Intellectual Property, including and without limitation to any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, or subsequent modifications.
- 3. **Further Acts**. Assignor agrees to execute any additional documents necessary or reasonably requested by the Assignee to effect or evidence the assignment provided for in Section 2 of this Assignment ("**Supporting Documents**"). If Assignor fails or refuses to execute any Supporting Documents, Assignor hereby agrees, for itself and its successors, assigns, donees, and transferees, to the fullest extent permitted by law, that the president of Assignee, and of any corporate successor of Assignee, be, and are hereby, irrevocably appointed Assignor's attorneys-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect, or evidence the assignments provided for in Section 2 of this Assignment.

PATENT REEL: 016700 FRAME: 0135 This Assignment is executed and made effective as of the date first written above.

Assignor:
NATURE VISION, INC.

By: Work of the All Day
Title: CHAR FINANCIAL HEIGHT

Seal (Notary Public)

**RECORDED: 10/28/2005** 

Signature Catherine M.

CATHERINE M. HEGG
Notary Public
Minnesota
My Commission Expires January 31, 2010

GP:1765757 v3

PATENT REEL: 016700 FRAME: 0136