

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Proprietary Matters Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Gwendolyn Newsome	10/15/2002
RECEIVING PARTY DATA	
Name:	Sergeant's Pet Care Products, Inc.
Street Address:	2625 South 158th Plaza
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68130
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29414450
CORRESPONDENCE DATA	
Fax Number:	(618)655-9640
Phone:	618-692-2600
Email:	uspt@polsinelli.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	POLSINELLI SHUGHART PC
Address Line 1:	105 West Vandalia Street
Address Line 2:	Suite 400
Address Line 4:	Edwardsville, ILLINOIS 62025
ATTORNEY DOCKET NUMBER:	027146-433849
NAME OF SUBMITTER:	Rebecca L. Endsley, Paralegal
Total Attachments: 3 source=433849 - Proprietary Matters Agreement - Gwen Newsome#page1.tif source=433849 - Proprietary Matters Agreement - Gwen Newsome#page2.tif source=433849 - Proprietary Matters Agreement - Gwen Newsome#page3.tif	

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PATENT

SERGEANT'S PET CARE PRODUCTS, INC.

PROPRIETARY MATTERS AGREEMENT

THIS PROPRIETARY MATTERS AGREEMENT ("Agreement") is made and entered into effective the 15 day of October, 2008, by and between Sergeant's Pet Care Products, Inc. ("Company") and Steven Newson ("Employee").

BACKGROUND

A. Company is engaged primarily in the production, sale and distribution of pet care products (the "Business").

B. As a condition of Employee's initial or continued employment with Company, Company has required that Employee enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and as a condition to initial or continued employment of Employee by Company, the parties agree as follows:

TERMS

1. **Nondisclosure of Confidential Information.** Employee acknowledges that the performance of employment duties for Company necessarily involves access to and familiarity with highly sensitive confidential and proprietary information and data of Company which may include, without limitation, information about customers and prospective customers, vendors and suppliers, pricing, billing, trade secrets, financial data, personnel and compensation information, order processing and customer communications, technical data, marketing strategies, research and development of new or improved products and services, and know-how regarding the business of Company (collectively referred to herein as "Confidential Information"). Employee further acknowledges that the Confidential Information is a valuable, special, and unique asset of Company, such that the unauthorized disclosure or use by persons outside Company would cause irreparable damage to the Business of Company. Company considers its Confidential Information to constitute trade secrets as contemplated by any applicable law affording Company protection of its trade secrets. However, irrespective of whether the Confidential Information constitutes trade secrets as defined by the applicable trade secrets law, Employee acknowledges and agrees that the Confidential Information is nevertheless protected from disclosure by virtue of Employee's acknowledgments and covenants to refrain from unauthorized use or disclosure as set forth in this paragraph as well as Employee's fiduciary duty as an employee to maintain the secrecy and confidentiality of the Confidential Information.

In recognition of the foregoing, Employee acknowledges and agrees that the Confidential Information is and shall at all times remain the sole and exclusive property of Company. Employee further agrees that during the term of Employee's employment with Company and for a period of time after termination of such employment, until the Confidential Information becomes publicly known, if ever, Employee shall not disclose to anyone or use for any purpose any Confidential Information of Company, except as specifically required in the proper performance of the duties of Employee's employment with Company or as expressly authorized by Company. Employee further agrees that upon the termination of Employee's employment with Company, Employee will promptly return to Company all documents,

computer discs, and records of any kind which contain any Confidential Information, including any and all copies thereof.

2. **New Developments/Inventions.** All right, title and interest of every kind and nature, whether now known or unknown, in and to any Intellectual Property invented, created, written, developed, or produced by Employee during the term of Employee's employment with Company, whether alone or jointly with others and whether or not during normal working hours, that are within the scope of Company's Business operations or that relate to any of Company's products or services, shall be the exclusive property of Company. As used herein, the term "Intellectual Property" shall include, without limitation, any inventions, technological innovations, discoveries, designs, formulae, know-how, processes, patents, trademarks, service marks, copyrights, computer software, ideas, creations, improvements to all such property, and all recorded material defining, describing or illustrating all such property, whether written or not and whether stored in plain or in code form. Employee will promptly and fully disclose to Company any and all new developments of Intellectual Property whether or not patentable, copyrightable, or subject to trademark or service mark protection.

Employee acknowledges and agrees that Employee shall have no right, title or interest of any kind or nature in or to any item of Intellectual Property, or in or to any results and/or proceeds from any item of Intellectual Property. Employee agrees to assist Company, at its expense, and to execute all documents necessary to obtain in the name of Company patents, copyrights, trademarks, service marks and similar protections in the United States and all foreign countries on any item of Intellectual Property. Employee further agrees to assist Company in connection with any demands, reissues, oppositions, litigation, controversy or other actions involving any item of Intellectual Property. Employee also agrees to undertake the foregoing obligations both during and after Employee's employment with Company.

3. **Enforcement; Severability.** Employee acknowledges and agrees that, by reason of the sensitive nature of the Confidential Information and Intellectual Property of Company referred to in this Agreement, in addition to recovery of damages and any other legal relief to which Company may be entitled in the event of Employee's violation of this Agreement, Company shall also be entitled to equitable relief, including such injunctive relief as may be necessary to protect the interests of Company in such Confidential Information and Intellectual Property and as may be necessary to specifically enforce Employee's obligations hereunder. Employee and Company intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provisions to such narrower scope as it determines to be enforceable. Employee and Company further agree that if any provision of this Agreement is determined to be unenforceable for any reason, such provision shall be deemed separate and severable and the unenforceability of any such provisions shall not invalidate or render unenforceable any of the remaining provisions hereof.

4. **Employment Status.** Nothing contained in this Agreement shall be deemed to alter or modify Employee's status as an at-will employee of Company.

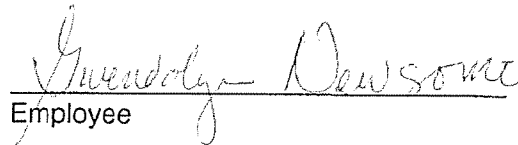
5. **Successors and Assigns.** This Agreement and the rights, interest and obligations of Company hereunder shall be assignable to and shall inure to the benefit of any person, corporation, partnership or entity that succeeds to all or substantially all of the business or assets of Company. This Agreement is not assignable by Employee.

6. **Governing Law and Choice of Forum.** This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska. Each of the parties irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in Omaha, Nebraska, as the site of Company's headquarters, as applicable, for any matter arising out of or relating to this Agreement, except that, in actions seeking to enforce any order or any judgment of such federal or state courts located in Nebraska, such personal jurisdiction shall be nonexclusive.

SERGEANT'S PET CARE PRODUCTS, INC.

By: _____

Its: _____


Employee