

Corrective

FORM PTO-1594
(Rev. 6-93)

REC
MRP
6-17-98

06-25-1998

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



Tab settings

To the Honorable Commissioner of Patents

100747054

and any attached original documents or copy thereof.

1. Name of conveying party(ies):

WHPF, Inc.

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Windy Hill Pet Food Company, Inc

Internal Address: _____

Street Address: Two Maryland Farms, Suite 301

City: Brentwood State: TN ZIP: 30737

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Minnesota
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrective Assignment of document
- Merger
- Change of Name

recorded on reel/frame: 1631/0107

Execution Date: May 21, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,840,056

Additional numbers attached? Yes No

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

Name: Craigh Leonard, Esq.

Internal Address: Richards & O'Neil, LLP

Street Address: 885 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1290

(Attach duplicate copy of this page if paying by deposit account)

06/25/1998 SSMITH 00000044 181290 1840056

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kendrea O. Elvis

Name of Person Signing

Signature

June 10, 1998

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box 513, Washington, DC 20541
TRADEMARK NAME: 0070

MRO 9-8-97

09-18-1997

FORM PTO-1594 (Rev. 6-93) DMB No. 0651-0011 (exp. 4/94)



OVER SHEET ONLY U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office 481-40.00 1402410 482 375.00

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To the Honorable Commiss.

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): WHPF, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State of Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Windy Hill Pet Food Company, Inc. Internal Address: Street Address: Two Maryland Farms, Suite 301 City: Brentwood State: TN ZIP: 30737 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Minnesota Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: May 21, 1997

4. Application number(s) or patent number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Schedule A attached. Additional numbers attached? Yes No

COPY

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Amy H. Cascio, Esq. Internal Address: Richards & O'Neil, LLP 885 Third Avenue New York, New York 10022 Street Address: City: State: ZIP:

6. Total number of applications and registrations involved: 16 7. Total fee (37 CFR 3.41): \$ 415.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Kendreia O. Elvis Name of Person Signing

Signature

4 August 21, 1997 Date

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

Vertical stamps: 97 SEP - 9, 11:11 AM, 09/17/97, 02 PLANE

ASSIGNMENT OF TRADEMARKS AND RELATED RIGHTS

WHEREAS, WHPF INC. a Delaware corporation formerly known as Windy Hill Pet Food Company, Inc. ("**Assignor**"), is the owner of and has adopted, licensed or is otherwise using the names, trademarks, trade names and/or other designations identified on the attached **Schedule A** (collectively, the "**Marks**"); and

WHEREAS, WINDY HILL PET FOOD COMPANY, INC., a Minnesota corporation formerly known as Hubbard Milling Company ("**Assignee**"), desires to acquire the Marks, together with (i) any and all rights that Assignor may have in and to the pending applications and/or registrations identified on **Schedule A**, and all renewals and extensions thereof, (ii) any and all rights that Assignor may have in and to any derivation of any of the Marks and/or any common law trademarks, trade dress and label designs utilized in connection with any of the Marks, (iii) the goodwill of the business associated with any of the Marks and/or any of the foregoing and (iv) the right to bring actions and to recover for damages and profits for infringements related to any of the Marks and/or any of the foregoing occurring prior to the date of this Assignment;

NOW, THEREFORE, for valuable and legally sufficient consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee any and all of Assignor's right, title and interest in and to the Marks, together with, but not limited to, (i) any and all rights that Assignor may have in and to the pending applications and/or registrations identified on **Schedule A**, and all renewals and extensions thereof, (ii) any and all rights that Assignor may have in and to any derivation of any of the Marks and/or any common law trademarks, trade dress and label designs utilized in connection with any of the Marks, (iii) the goodwill of the business associated with any of the Marks and/or any of the foregoing and (iv) the right to bring actions and to recover for damages and profits for infringements related to any of the Marks and/or any of the foregoing occurring prior to the date of this Assignment.

Assignor agrees to execute and deliver, at the request of the Assignee, such papers, instruments, and assignments, as the Assignee may reasonably require in order to vest and/or record Assignor's rights, title and interest in and to the Marks and/or any of the foregoing more effectively in the Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized representative.

Dated: May 21, 1997

WHPF, INC.

By Ray Chung
Name: Ray Chung
Title: Executive Vice President

STATE OF New York)
COUNTY OF New York) ss.:

On this 21st day of May, 1997, before me personally came Roy Chung to me known, who being by me duly sworn did depose and say that he/she is the Executive Vice President of WHPF, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Thomas Kollar
Notary Public

My Commission Expires:

THOMAS KOLLAR
NOTARY PUBLIC, State of New York
No. 01K05068484
Qualified in Kings County
Commission Expires Nov. 04, 1998

SCHEDULE A TO PTO COVER SHEET

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
BONKERS	1,402,410	07/22/86	REGISTERED
FIELD FORMULA	1,089,841	04/18/78	REGISTERED
✓ FOOD OF CHAMPIONS	947,325	11/14/72	REGISTERED
✓ G. WHISKERS	1,555,992	09/12/89	REGISTERED
✓ G. WHISKERS	1,474,393	01/26/88	REGISTERED
✓ HOME AND FIELD	1,272,053	03/27/84	REGISTERED
✓ MEATY MEAL	1,094,125	06/20/78	REGISTERED
✓ ROSE'S	1,050,886	10/19/76	REGISTERED
✓ ROSE'S	1,457,669	09/15/87	REGISTERED
✓ ROYAL FEAST	1,276,457	05/01/84	REGISTERED
✓ TRAIL BLAZER and Design	985,144	05/28/74	REGISTERED
✓ TRAIL MASTER 1,840,056	1,840,059	06/14/94	REGISTERED
✓ TUFFY'S	2,010,312	10/22/96	REGISTERED
TUFFY'S	1,023,889	10/28/75	EXPIRED
✓ CANINE PRIME and Design	74/580,337	09/30/94	REGISTERED
✓ FELINE PRIME and Design	74/580,336	09/30/94	REGISTERED

03618.0010

R&O-309224.1

RECORDED: 06/17/1998

TRADEMARK
REEL: 1750 FRAME: 0074