

03-17-1999



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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

MAD  
3-11-99

**TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).**

**Submission Type**

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
REEL: 1868 FRAME: 0851

03/16/1999 14:25:00  
01 FD461

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Barbara Bauer

March 10, 1999

Name of Person Signing

Signature

Date Signed

Tab settings    ▼



100745102

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Consolidated Nutrition, L.C.

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

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

2. Name and address of receiving party(ies)

Windy Hill Pet Food Company, Inc  
Name: \_\_\_\_\_

Internal Address: Highwoods Plaza II

Street Address: 103 Powell Street, Suite 200

City: Brentwood State: TN ZIP: 37027

- 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 Nunc Pro Nunc Assignment
- Merger
- Change of Name

Execution Date: June 10, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,119,773

Additional numbers attached?  Yes  No

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

Name: Craig Leonard, Esq.  
Richards & O'Neil, LLP  
Internal Address: \_\_\_\_\_

06/22/1998 JSWBAZZ 00000135 181290 1119773

01 FC:481 40.00 CH

Street Address: 885 Third Avenue

City: New York State: NY ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved:

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

- 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)

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.

Kendrea O. Elvis  
Name of Person Signing

Kendrea O. Elvis  
Signature

6/15/98  
Date

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

## NUNC PRO TUNC ASSIGNMENT

This assignment, nunc pro tunc, is being submitted, effective February 23, 1998;

Pursuant to that certain Purchase Agreement, dated February 23, 1998, Windy Hill Pet Food Company, Inc., a Minnesota corporation (the "Assignee"), agreed to purchase certain assets owned and used by Consolidated Nutrition, a Iowa limited liability company ("the Assignor"), including, but not limited to the trademark set forth on the attached Schedule A (hereinafter referred to as the "Mark"); and

Pursuant to the Trademark Assignment, dated February 23, 1998, between Assignor and Assignee, a copy of which is attached as Exhibit A, ownership of the trademarks set forth on the original assignment (hereinafter referred to as the "Marks") and all goodwill of the business associated therewith was transferred from the assignor to the Assignee. However, the registration number relating to the trademark BOW WOW AND DESIGN was incorrectly identified and consequently has not been officially recorded in the United States Patent and Trademark Office;

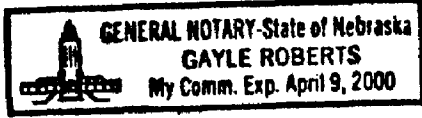
The undersigned, hereby declares and certifies: (i) such assignment occurred for good and valuable consideration; (ii) such assignment included without limitation any and all registrations issued by the United States Patent and Trademark Office in connection with the Marks and all renewals and extensions thereof, together with the goodwill of the business in connection with which the Mark was used and which was symbolized by the Mark and the right to recover for damages and profits for past infringement thereof; and (iii) the Trademark Assignment attached hereto as Exhibit A evidencing the foregoing is a true and correct copy of the same.

CONSOLIDATED NUTRITION, L.C.

By:   
Name: K. S. Grubbe  
Title: Assistant Secretary/Treasurer

STATE OF NEBRASKA )  
 ) SS:  
COUNTY OF DOUGLAS )

On this 10<sup>th</sup> day of June, 1998, before me personally came K.S. Grubbe, to me known, who being by me duly sworn did depose and say that he/she is the Assistant Secretary/Treasurer of CONSOLIDATED NUTRITION, L.C., the limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Members and Managers of said limited liability company.



*Gayle Roberts*  
\_\_\_\_\_  
Notary Public

**SCHEDULE A**

**BOW WOW and Design**

**Registration No. 1,119,773**

**RAO-393432.1**

**TRADEMARK  
REEL: 1868 FRAME: 0856**

## ASSIGNMENT OF TRADEMARKS

WHEREAS, CONSOLIDATED NUTRITION, L.C, an Iowa limited liability company, whose principal address is 12700 West Dodge Road, Omaha, Nebraska 68103-2047 (the "Assignor"), is the owner of and has adopted, licensed and/or is otherwise using or intends to use in the United States (i) the names, trade names and or trademarks (including, but not limited to any related registrations and/or applications therefore) identified on Schedule A attached hereto and (ii) any trade dress formats, label designs or other marks or materials utilized in connection therewith (collectively, the "Trademarks") ; and


WHEREAS, WINDY HILL PET FOOD COMPANY, INC., a Minnesota Corporation, whose principal address is Highwoods Plaza II, 103 Powell Street, Suite 200, Brentwood, Tennessee 37027 (the "Assignee") desires to acquire any and all rights to the Trademarks, as provided below;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby assign to the Assignee as the successor to the relevant portion of the Assignor's ongoing and existing business in the United States all rights, title and interest in and to the Trademarks, including the right to bring actions and recover damages and profits and all other remedies for infringement of the Trademarks occurring prior to the date of this Assignment, together with the goodwill of the business in connection with which the Trademarks are used and which are symbolized by the Trademarks.

The Assignor agrees to execute and deliver, at the request of the Assignee, or its successors, any and all such additional papers, instruments and assignments, as the Assignee may reasonably require in order to vest all of the Assignor's right, title and interest in and to the Trademarks in the Assignee and/or to carry out the intent of this Agreement or which may be necessary to fully effectuate and record this Assignment. In the event that the Assignor shall fail to execute and deliver to the Assignee within a reasonable period of time any documents reasonably requested by the Assignee to vest the Trademarks and/or related causes of action in the Assignee, the Assignor hereby appoints the Assignee as its true and lawful attorney-in-fact, with full power of substitution, in the Assignor's name and stead but for the Assignee's benefit, to take any and all steps, including proceedings at law, equity or otherwise, and to execute, acknowledge and deliver any and all instruments and assurance necessary or expedient in order to vest the Trademarks and related causes of action more effectively in the Assignee or to protect the same or enforce any claim or right of any kind with respect thereto; provided, however, before exercising any power of attorney pursuant to this provision, whenever reasonably possible, the Assignee shall give the Assignor at least ten (10) days prior notice and shall supply the Assignor with copies of any documents executed in such manner promptly after execution.

IN WITNESS WHEREOF, the Assignor has executed this Assignment this  
23rd day of February, 1998.

**CONSOLIDATED NUTRITION, L.C.**

By:   
Name: ~~R. J. Gibson~~ Consolidated Nutrition L.C.  
Title: Assistant Secretary/Treasurer

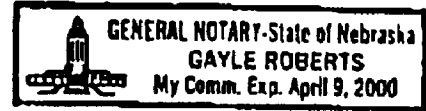
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STATE OF NEBRASKA )  
 )SS:  
COUNTY OF DOUGLAS )

On this 14<sup>th</sup> day of February, 1998, before me personally came K.S. Grutte  
to me known, who being by me duly sworn did depose and say that  
he/she is the Asst Sec/Treas of CONSOLIDATED NUTRITION, L.C., the  
limited liability company described in and which executed the foregoing instrument; and  
that he/she signed his/her name thcreto by order of the Members and Managers of said  
limited liability company.

Gayle Roberts  
Notary Public



**SCHEDULE A****UNITED STATES TRADEMARK REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
BARKIES	1,707,092	8/11/92
BOW WOW and Design	1,119,773	6/5/79 *
BOW WOW and Design (Stylized)	285,174	7/14/31
BOW WOW DOG FOOD BITE SIZE and Design	1,088,868	4/4/78
BOW WOW Happy Dog Design	2,123,926	12/23/97
CAT-SUP	921,241	9/28/71
CHARM	1,718,514	9/22/92
COUNTRY PAL	1,060,041	2/22/77
Dog and Design	1,471,570	1/5/88
DOGBURGER	732,806	6/12/62
FRECKLES	1,672,727	1/21/92
GOLDEN SOURCE	2,097,616	9/18/96
GOLDEN SOURCE & Design	1,724,066	10/13/92
HONOR	1,481,800	3/22/88
HOUN' DAWG	951,459	1/23/73
HOUN' DAWG Design	1,799,574	10/19/93
HOUN' PUP	1,092,451	5/30/78
HOUND-PACK	689,593	12/8/59
HUNTSMAN	1,038,267	4/20/76
LUV'N NUGGETS	1,760,756	3/23/93
NATURE'S FRIEND	2,058,281	4/29/97
PATHFINDER	1,427,692	2/3/87
PATRIOT	1,829,948	4/5/94
PUPPY PAL	1,319,698	2/12/85
SIR JOHN'S CHOICE	938,980	7/25/72

PATCHES

1,670,437

12/31/91

**UNITED STATES TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
BAMA	75/325,884	7/17/97
BOW WOW	75/368,037	10/3/97
GAINER	75/325,888	7/17/97
KENNEL KRUNCHER	75/326,064	7/17/97
KITTY KREAM	75/325,846	7/17/97
MONARCH	75/248,173	2/26/97
PATCHES	75/352,452	9/5/97
PLAYFUL PAWS	75/224,033	1/10/97
PRIMERA WORLD	75/352,451	9/5/97
PROUD PAWS	75/224,035	1/10/97
TOP DOG	75/325,886	7/17/97
TRAIL BITS	75/325,885	7/17/97

**STATE TRADEMARK REGISTRATIONS**

<u>State</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Louisiana	TOP DOG		2/13/91
Texas	TOP DOG	050962	4/1/91

**UNREGISTERED TRADEMARKS**

CANINE DELIGHT  
 COUNTRY CAT  
 PREMIUM BLEND  
 PUPPY BLEND  
 FELINE BLEND  
 SUPER BLEND  
 TOTAL BLEND