

52499

06-02-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101051729

5-24-99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

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 Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

05/28/1999 JSHABAZZ 00000250 798497

FOR OFFICE USE ONLY

01 FC:48 40.00 OP
02 FC:482 375.00 OP

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: 001904 FRAME: 0393

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="798497"/>	<input type="text" value="1289211"/>	<input type="text" value="1512200"/>
<input type="text" value="981545"/>	<input type="text" value="1410942"/>	<input type="text" value="1529425"/>
<input type="text" value="1155738"/>	<input type="text" value="1505711"/>	<input type="text" value="1590915"/>

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.

Carole Moorehouse

Carole Moorehouse

5/19/99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional 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

Enter Additional 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)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1604799	<input type="text"/>	<input type="text"/>
1638758	<input type="text"/>	<input type="text"/>
1744084	<input type="text"/>	<input type="text"/>
1755359	<input type="text"/>	<input type="text"/>
2026841	<input type="text"/>	<input type="text"/>
2126171	<input type="text"/>	<input type="text"/>
2085908	<input type="text"/>	<input type="text"/>

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 5th day of May 1999 by Doskocil Manufacturing Company, Inc., a corporation organized and existing under the laws of the State of Texas, having a place of business at P.O. Box 1246, Arlington, Texas 76004-1246 (the "Assignor").

WHEREAS, Assignor is the owner of the registered trademarks and trademark applications (the "Trademarks") identified on Exhibit A attached hereto; and

WHEREAS, Reliance Products Limited Partnership, a limited partnership organized and existing under the laws of the State of Delaware, having a place of business at 1093 Sherwin Road, Winnipeg, Manitoba R3H 1A4, Canada (the "Assignee"), is desirous of acquiring the Trademarks and the registrations thereof;

NOW, THEREFORE, pursuant to the terms of the Asset Purchase Agreement dated as of May 5, 1999 (the "Agreement") by and between the Assignor and the Assignee, and in consideration of and in exchange for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign all right, title and interest in and to the Trademarks and said registrations and applications, together with the goodwill of the business symbolized by and associated with the Trademarks and said registrations and applications, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if the assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this agreement or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Trademark Assignment as a sealed instrument as of May 5, 1999.

[Corporate Seal]

DOSKOCIL MANUFACTURING
COMPANY, Assignor

By: _____
Gary E. Klienjan, President

RELIANCE PRODUCTS
LIMITED PARTNERSHIP, Assignee

By: Reliance Products, Inc.,
its general partner

By: *Ma C L*
Richard Fownes, President

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Trademark Assignment as a sealed instrument as of May 6, 1999.

[Corporate Seal]

DOSKOCIL MANUFACTURING
COMPANY, Assignor

By: Gary E. Kleinjan
Gary E. Kleinjan, President

RELIANCE PRODUCTS
LIMITED PARTNERSHIP, Assignee

By: Reliance Products, Inc.,
its general partner

By: _____
Richard Fownes, President

STATE OF Texas

COUNTY OF Tarrant, ss.

On this 5th day of May, 1999, before me the undersigned, a Notary Public, personally appeared Gary E. Kleinjan, to me personally known, who, being duly sworn, did say that he is the President of Dorskocil Manufacturing Company, Inc., the corporation executing the foregoing instrument; that the seal affixed thereto is the seal of the corporation (or that there is no seal); that the instrument was signed (and sealed, if there is a seal) on behalf of the corporation by authority of its Board of Directors; and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation by it and by him voluntarily executed.



Kathie L. Aiman
NOTARY PUBLIC

My Commission Expires:

2-23-2002

Power of Attorney

We, Doskocil Manufacturing Company, Inc., a corporation organized and existing under the laws of the State of Texas, having a place of business at P.O. Box 1246, Arlington, Texas 76004-1246, have appointed Reliance Products Limited Partnership, a limited partnership organized and existing under the laws of the State of Delaware, having a place of business at 1093 Sherwin Road, Winnipeg, Manitoba R3H 1A4, Canada, to act as our agents for the recordal of the assignment of the trademarks and trademark applications set forth on Exhibit A hereto and request that all notices, requisitions and communications relating thereto may be sent to said agents at the agents' address indicated above.

We hereby revoke all previous authorizations, if any, in respect of the same matter or proceeding.

Dated this 5th day of May 1999.

Exhibit A

U.S. Trademarks

<u>U.S. Registration Number</u>	<u>Trademark</u>	<u>Date Issued</u>
798,497	Old Pal	11/09/65 (issued)
981,545	Old Pal	04/02/74 (issued)
1,155,738	Tackle Box Top	05/26/81 (issued)
	Configuration for goods	
1,289,211	Fisherkid	08/07/84 (issued)
1,410,942	Cordwheel	09/23/86 (issued)
1,505,711	Code Blue	09/27/88 (issued)
1,512,200	Trotliner	11/08/88 (issued)
1,529,425	Cordwrap	03/14/89 (issued)
1,590,915	Litewrap	04/10/90 (issued)
1,604,799	Lid Locker	07/03/90 (issued)
1,638,758	Cordstand	03/19/91 (issued)
1,744,084	Connect-a-plug	12/29/92 (issued)
1,755,359	Hot Lids	03/02/93 (issued)
2,026,841	Cordwheel	12/31/96 (issued)
2,126,171	MFS	12/30/97 (issued)
2,085,908	Tackle Locker	08/05/97 (issued)

U.S. Trademarks Applications

<u>U.S. Serial Number</u>	<u>Trademark Application</u>	<u>Date Filed</u>
---------------------------	------------------------------	-------------------