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

10/21/99

05-02-2000



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

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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(les) Submission Type Conveyance Type License New Assignment Resubmission (Non-Recordation) Security Agreement **Nunc Pro Tunc Assignment** Document ID # **Effective Date** Month Day Year Merger Correction of PTO Error Reel # Frame # Change of Name **Corrective Document** Reel# Frame # Other **Conveying Party** Mark if additional names of conveying parties attached **Execution Date** Month Day Year Thompson's Nutritional Technology, Inc. Name 05 27 99 Formerly General Partnership Limited Partnership Association Other Citizenship/State of Incorporation/Organization Receiving Party Mark if additional names of receiving parties attached Wells Fargo Business Credit, lnc. DBA/AKA/TA Composed of 00 South Brentwood Boulevard, Suite 300 Address (line 1) Address (line 2) Address (line 3) State/Country Zip Code City If document to be recorded is an Individual General Partnership **Limited Partnership** assignment and the receiving party is not domiciled in the United States, an Corporation **Association** appointment of a domestic representative should be attached. Other (Designation must be a separate document from Assignment.) 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 Budget Package 0651-0027, Patent and Trademark Assignment Practice. OO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS

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

FORM PTO-1618B Expres 06/3d/99 OMB 0551-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Domestic Representative Nam	e 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 Ado	iress Area Code and Telephone Number	
Name	Federal Ru	unch Corp
Address (line 1)	400 Sevent	LSF NW
Address (line 2)	Sente 10	/
Address (line 3)	Washin Jan	DC 20004
Address (line 4)		
Pages Enter the total number including any attach	er of pages of the attached conveyance ments.	document # 15
Trademark Application Number	er(s) or Registration Number(s)	Mark if additional numbers attached
	mber <u>or t</u> he Registration Number (DO NOT ENTER	gistration Number(s)
Trademark Application N	idifiber(s)	gistration realization
Number of Properties Enter	the total number of properties involved	. # 22
	nount for Properties Listed (37 CFR 3.	
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 fe	ees: Yes No

10/18/99 Date Signed Name of Person Signing

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

Statement and Signature

Lisa Robison

indicated herein.

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	WANTERSTRATION NUMBER THE
Thompson's Pasta Plus	681702
Woof-A-Roni	717343

UNITED KINGDOM

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Thompson's Pasta Plus	1567198 (Application No.)
Woof-A-Roni	

UNITED STATES

	A REGISTE FIGURE OF STANDERS OF STANDERS
Captain Hookbill	75/577,660 (Serial No.)
Herbalin	75/733,597 (Serial No.)
Lamboni	75/597,091 (Serial No.)
Pasta Advantage	75/403,428 (Serial No.)
Pasta Bites	1,972,004
Pasta Meds	75/497,327 (Serial No.)
Pasta Mixin-Bits	75/600453 (Serial No.)
Pet Pasta	74/223,180 (Serial No.)
Petzels	75/332,415 (Serial No.)
Stuff-A-Roni	75/145,007 (Serial No.)
The Perfect Food for Finicky Dogs	75/683,716 (Serial No.)
Thompson's Nutritional Technology and Design, Inc.	75/732,196 (Serial No.)
Thompson's Pasta Bones	1,868,960
Thompson's Pasta Lite	2,226,455
Thompson's Pasta Plus	1,867,748
Thompson's Pasta Pro	75/022,041 (Scrial No.)
Thompson's Pasta Snacks	2,055,698
Thompson's Pasta Style	1,870,734

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Thompson's Pasta Treats	1,933,817	
Woof-A-Roni	1,948,732	
Woofin' Good	75/318,039 (Serial No.)	
Woofin' Fresh	75/318,040 (Serial No.)	

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT is made as of May 27, 1999, by and between THOMPSON'S NUTRITIONAL TECHNOLOGY, INC. ("Assignor"), a Delaware corporation with its chief executive office and principal place of business located at 16 Kansas Avenue, Kansas City, Kansas 66105 and Wells Fargo Business Credit, Inc. ("Lender"), a Minnesota corporation with an office located at 100 South Brentwood Boulevard, Suite 300, St. Louis, Missouri 63105.

PRELIMINARY STATEMENT. Assignor has executed and delivered to Lender a Credit and Security Agreement dated as of the date hereof (as amended from time to time, the "Credit Agreement") which provides that Lender shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Assignor. In order to induce Lender to execute and deliver the Credit Agreement, Assignor has agreed to grant to Lender a security interest in, and collaterally assigns to Lender, certain trademark rights.

This Agreement is being executed contemporaneously with the Credit Agreement under which Lender has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold under the Trademark, as defined hereinafter. The Credit Agreement provides that Lender shall have the right to foreclose on the Trademark Collateral, as defined hereinafter, and the Other Assets, upon the occurrence of an Event of Default, as defined in the Credit Agreement, in order that any owner of the Trademark Collateral may continue the manufacture of products under the Trademark and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Lender as follows:

1. Grant of Security Interest; Collateral Assignment.

(a) To secure the complete and timely satisfaction of all obligations of Assignor to Lender under the Credit Agreement (the "Obligations"), Assignor hereby grants to Lender a continuing security interest in all of its right, title and interest in and to the trademark(s), tradename(s) and servicemark(s) listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "Trademark"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademark Rights"), and the goodwill of the business to which the Trademark relates (the "Associated Goodwill") (the Trademark, the Trademark Rights, and the Associated Goodwill are collectively called the "Trademark Collateral").

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- (b) In addition to the grant of security interest provided in section 1(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademark Collateral; <u>provided</u>, <u>however</u>, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default, as defined in the Credit Agreement.
- 2. <u>Representations. Warranties and Covenants of Assignor</u>. Assignor represents, covenants and warrants to Lender that as of the date hereof:
 - (a) The registrations of the Trademark are subsisting and have not been adjudged invalid or unenforceable;
 - (b) The Trademark is valid and enforceable,
 - (c) To the best of Assignor's knowledge, no claim has been made that the use of the Trademark does or may violate the rights of any third person;
 - (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and the encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
 - (e) Assignor has the unqualified right to enter into this Agreement and to perform its terms;
 - (f) Assignor shall use for the duration of this Agreement, the proper statutory notice in connection with its use of the Trademark:
 - (g) Assignor shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Trademark.
- 3. <u>Inspection Rights</u>. Assignor hereby grants to Lender and its employees, agents and designees the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under the Trademark, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with section 2(g) hereof.
- 4. <u>Further Assurances</u>. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

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- 5. Additional Trademarks. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any registrations of any new trademark(s), tradename(s) or servicemark(s) or application(s) therefor, the provisions of section 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.
- 6. <u>Modification by Lender</u>. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), tradename(s) or servicemark(s), or future application(s) therefor, covered by sections 1 and 5 hereof, without the signature of Assignor to the extent permitted by applicable law.
- 7. Grant of License to Lender. Assignor hereby presently grants to Lender a license to use the Trademark in connection with the Collateral, as defined in the Credit Agreement, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral, as defined in the Credit Agreement, by or to Lender pursuant to the Credit Agreement and/or this Agreement. The license granted in this section 7 may be transferred by Lender, without Assignor's consent, to any successor of Lender, any assignee of Lender, and/or any purchaser or other transferee of any or all of the Collateral, as defined in the Credit Agreement. This license may not be revoked until all of the Obligations have been satisfied in full.
- 8. Rights of Assignor. Unless and until there shall have occurred an Event of Default, as defined in the Credit Agreement, Assignor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademark on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any license under the Trademark or the other Trademark Collateral, other than the license to Lender hereunder, without the prior written consent of Lender.
- 9. <u>Default</u>. If any Event of Default, as defined in the Credit Agreement, shall have occurred, Assignor's ownership and right shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Credit Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.
- 10. <u>Termination of Agreement</u>. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor, at Assignor's expense, and without recourse, representation or warranty, all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.
- 11. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining

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or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate, as defined in the Credit Agreement.

- 12. Preservation of Trademark Rights. Assignor shall have the duty, through counsel acceptable to Lender, to the extent it is advisable in the best business judgment of Assignor, to prosecute diligently any trademark registration applications of the Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been satisfied in full, to make federal application on registrable but unregistered trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademark. To the extent Assignor does not do the foregoing, it must obtain the prior written consent of Lender, which consent shall not be unreasonably withheld. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any Trademark without the prior written consent of Lender. Assignor shall have the right, with the consent of Lender, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark, in which event Lender may, if necessary, be joined as a nominal party to such suit so long as Lender is satisfied, in its sole determination, that such joinder will not subject it to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including, without limitation, attorneys' fees, incurred by Lender in the fulfillment of any provision of this section.
- Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 14. <u>Lender May Act</u>. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name to the extent permitted by applicable law, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all reasonable expenses, including, without limitation, attorneys' fees, incurred by Lender in protecting, defending or maintaining the Trademark Collateral or any part thereof.
- 15. No Waiver. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Credit Agreement, or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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- 16. Rights Cumulative. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.
- Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in section [6] relating to modifications by Lender.
- 19. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.
- 20. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Missouri.

WITNESS the execution hereof under seal as of the day and year first above written.

THOMPSON'S NUTRITIONAL TECHNOLOGY, INC.

Name: Mark L. Baldwin

Title: Sr. Vice President – Administration

WELLS FARGO BUSINESS CREDIT, INC.

Name:

Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MISSOURI)			
COUNTY OF JACKSON) ss.)			
Before me, the under this 27th day of May, I and who, being by me duly Administration of THOMPS and that said instrument was Directors, and said individue corporation. "NOTARY SE Lisa Robison, Notary Cass County, State of My Commission Expires	999, personally sworn, depose on's Nutritions signed on beland acknowledge	s and says that he/she onal. Technology, half of said corporatio	aldwin to me known is the Sr. Vice President INC., a Delaware control by authority of its	personally, dent – rporation, Board of
My commission expires:	·····			
STATE OF MISSOURI)) SS)			
Before me, the under this day of May, 1 personally, and who, being corporation, and that said in Board of Directors, and said of said corporation.	999, personally by me duly sw of WELLS Instrument was	vorn, deposes and says FARGO BUSINESS CRI signed on behalf of sa	to me that he is the EDIT, INC., a Minnes and corporation by au	e known sota thority of its
[SEAL]		Notary Public		AND DEPOSITOR OF THE PARTY.
My commission expires:				

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- 16. <u>Rights Cumulative</u>. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.
- 17. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 18. <u>Modification</u>. This Agreement is subject to modification only by a writing signed by the parties, except as provided in section [6] relating to modifications by Lender.
- 19. <u>Inurement</u>. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; <u>provided however</u>, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.
- 20. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Missouri.

WITNESS the execution hereof under seal as of the day and year first above written.

THOMPSON'S NUTRITIONAL TECHNOLOGY, INC.

By:		 	 	~~~			 	 	
	N T		~	T-	•	•			

Name: Mark L. Baldwin

Title: Sr. Vice President – Administration

WELLS FARGO BUSINESS CREDIT, INC.

Name:

Title: V.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MISSOURI	
COUNTY OF JACKSON) ss.)
this day of May, 19 and who, being by me duly s Administration of THOMPSO and that said instrument was	rsigned, a Notary Public in and for the County and State aforesaid, on 1999, personally appeared Mark L. Baldwin to me known personally, sworn, deposes and says that he/she is the Sr. Vice President—DN'S NUTRITIONAL TECHNOLOGY, INC., a Delaware corporation, a signed on behalf of said corporation by authority of its Board of all acknowledged said instrument to be the free act and deed of said
[SEAL]	Notary Public
My commission expires:	
STATE OF MISSOURI)) SS)
this <u>218th</u> day of May, 19 personally, and who, being Vice President corporation, and that said in	rsigned, a Notary Public in and for the County and State aforesaid, on 999, personally appeared <u>tatyica Ledicale</u> to me known by me duly sworn, deposes and says that he is the of Wells Fargo Business Credit, Inc., a Minnesota astrument was signed on behalf of said corporation by authority of its individual acknowledged said instrument to be the free act and deed
	Harite Jones
[SEAL]	Notary Public
My commission expires:	
JENNIFER JON Notary Public - Notary STATE OF WISSOL St. Louis County My Commission Expires Ap	Soul JRI

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Schedule A

to a Trademark Collateral Assignment and Security Agreement dated as of May ____, 1999

Between

THOMPSON'S NUTRITIONAL TECHNOLOGY, INC.

and

WELLS FARGO BUSINESS CREDIT, INC.

TRADEMARKS BY COUNTRY

AUSTRIA

NAME OF THE PARTY	REGISURATION NUMBER
Thompson's Pasta Plus	155411

BENELUX

The second secon	REGISTRATION-NUMBER
Thompson's Pasta Plus	554842

BRAZIL

CAND CONTRACTOR OF THE PARTY OF	TEREGETRATION NUMBER LE
Thompson's Pasta Plus	818215330
Woof-A-Roni	

BULGARIA

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Thompson's Pasta Plus	26135

CANADA

	Manual Company of the
Thompson's Pasta Plus	TMA 453,340
Woof-A-Roni	TMA 473,862

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CHINA

NAME	REGISTRATION NUMBER
Thompson's Pasta Plus	84 5031

DENMARK

	REGISTRATION NUMBER
Thompson's Pasta Plus	8826/94

FINLAND

The Nave To	REGISTRATION NUMBERCY
Thompson's Pasta Plus	

FRANCE

NAME	REGISTRATION NUMBER
Thompson's Pasta Plus	94514479
Woof-A-Roni	95574221

GREECE

NAME	REGISTRATION NUMBER 1
Thompson's Pasta Plus	120673

Hong Kong

THE REPORT OF THE PROPERTY OF	REGISTRATION NUMBER
Thompson's Pasta Plus	94/09780 (Application No.)

INDONESIA

	Hand the customer and commence and the
Thompson's Pasta Plus	348981

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IRELAND

The state of the s	REGISTRATION NUMBER
Thompson's Pasta Plus	B166272

ISRAEL

NAME	REGISTRATION NUMBER
Thompson's Pet Pasta Products, Inc.	T99045
"Thompson's Pasta Plus"	

ITALY

TO NAME:	REGISTRATION NUMBER
Thompson's Pasta Plus	687655
Woof-A-Roni	714677

JAPAN

NAME	REGISTRATION NUMBER
Thompson's Pasta Plus	3275298
Woof-A-Roni	4062418

MALAYSIA

	A WREGISTRAGION WINDER
Thompson's Pasta Plus	94/07519 (Application No.)

MEXICO

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Thompson's Pasta Plus	501615
Woof-A-Roni	498967

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MONACO

NAME	REGISTRATION NUMBER
Thompson's Pasta Plus	94.15677

NEW ZEALAND

NAME	REGISTRATION NUMBER
Thompson's Pasta Plus	B239850
Woof-A-Roni	2718/3

NORWAY

NAME OF THE PERSON OF THE PERS	REGISTRATION NUMBER
Thompson's Pasta Plus	170816

POLAND

Name	REGISTRATION NUMBER
Thompson's Pasta Plus	92 719

PORTUGAL

Nave	PERFAISTRATION NUMBER
Thompson's Pasta Plus	302752

ROMANIA

NAME OF THE PARTY	E EREGISTRATION NUMBER 4.1.
Thompson's Pasta Plus	

RUSSIA

	THE OF UNITARIES OF STREET
Thompson's Pasta Plus	141608

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SINGAPORE

Name	REGISTRATION NUMBER
Thompson's Pasta Plus	S/7066894 in Class (Application No.)
Woof-A-Roni	229/96

SOUTH AFRICA

Name	REGISTRATION NUMBER
Thompson's Pasta Plus	94/8754

SOUTH KOREA

Nave	IREOISTRATIONE UMBER
Thompson's Pasta Plus	323609
Woof-A-Roni	384740

SPAIN

NAME	RÉGISTRATION NUMBÉR
Thompson's Pasta Plus	1919638

SWEDEN

Name	** RECISTRAMON NOVABER ***
Thompson's Pasta Plus	304,632

SWITZERLAND

Thompson's Pasta Plus	422,399

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RECORDED: 10/21/1999