

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wixon Inc.		09/03/2004	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	M&I Marshall & Ilsley Bank
Street Address:	770 North Water Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2792183	MAG-NAFIQUE
Registration Number:	2513206	POPSATIONS
Registration Number:	2100949	CHARLEE BEAR
Registration Number:	2030821	REDI-FLOW
Registration Number:	1939704	CHARLEE BEAR DOG TREATS
Registration Number:	1874799	CHARLEE BEAR
Registration Number:	1836328	POCKET PERFECT
Registration Number:	1484461	FLAVOR SHAKERS

CORRESPONDENCE DATA

Fax Number: (414)271-3552
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414 277 5000
 Email: tm-dept@quarles.com
 Correspondent Name: Marta S. Levine
 Address Line 1: Quarles & Brady LLP
 Address Line 2: 411 East Wisconsin Avenue

CH \$215.00 2792183

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:

630027.00055

NAME OF SUBMITTER:

Marta S. Levine

Total Attachments: 3

source=lassnM&IWixon1#page1.tif

source=lassnM&IWixon2#page1.tif

source=lassnM&IWixon3#page1.tif

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Assignment") is made effective as September 7, 2004 by and from WIXON INC. (the "Assignor"), a Wisconsin corporation, whose principal address is 1390 East Bolivar Street, St. Francis, Wisconsin 53081, to and in favor of M&I MARSHALL & ILSLEY BANK (the "Assignee") whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets;

WHEREAS, The Assignor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, This Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.
 - b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set

TRADEMARK

REEL: 002937 FRAME: 0760

forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment of Security Interest effective as of the above-indicated date.

WIXON INC.

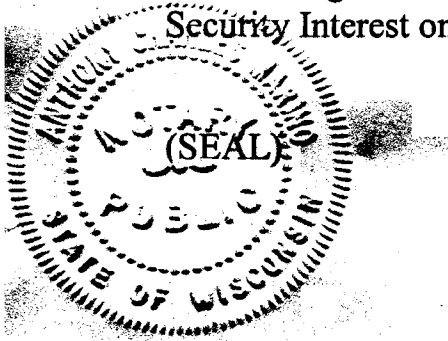
By: 

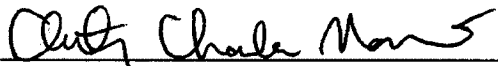
Name: Peter P. Caputa

Title: Vice President - Finance

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Peter P. Caputa, known to me to be the Vice President - Finance of WIXON INC., personally came before me this 3rd day of September, 2004, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest on behalf of WIXON INC. and pursuant authority duly received.




Anthony Charles Marino
Notary Public, State of Wisconsin
My Commission is permanent

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

TRADEMARK REGISTRATIONS

Registrant	Mark	Reg. No.	Reg. Date
Wixon Inc.	Mag-Nafique	2,792,183	12/09/2003
Wixon Inc.	Popsations	2,513,206	11/27/2001
Wixon Inc.	Charlee Bear	2,100,949	9/30/1997
Wixon Inc.	Redi-Flow	2,030,821	1/14/1997
Wixon Inc.	Charlee Bear	1,939,704	12/05/1995
Wixon Inc.	Charlee Bear	1,874,799	1/17/1995
Wixon Inc.	Pocket Perfect	1,836,328	5/10/1994
Wixon Inc.	Flavor Shakers	1,484,461	4/12/1988