

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Canine Cattle Company, LLC now known as Performance Pet Products, LLC

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

Citizenship (see guidelines) U.S.

Execution Date(s) 10/29/2004 and 11/2/2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Vienna Beef Ltd.

Internal Address: _____

Street Address: 2501 North Damen Avenue

City: Chicago

State: Illinois

Country: U.S. Zip: 60647

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Illinois - U.S.

Other _____ Citizenship _____

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)

3. Nature of conveyance:

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,102,185

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Max Shafital

Internal Address: Patzik, Frank & Samotny Ltd.

Street Address: 150 S. Wacker Drive

Suite 900

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/551-8300

Fax Number: 312/551-1101

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1325

Authorized User Name _____

9. Signature: 

Signature

November 4, 2004

Date

Max Shafital

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mall Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 601326 2102185

ASSIGNMENT

Attorney Docket No. 3296-012

PATZIK, FRANK & SAMOTNY LTD.150 South Wacker Drive
Suite 900
Chicago, Illinois 60606
(312) 551-8300**TRADEMARK ASSIGNMENT AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, **CANINE CATTLE COMPANY, LLC**, now known as **PERFORMANCE PET PRODUCTS, LLC**, a Minnesota limited liability company (hereinafter sometimes referred to as "ASSIGNOR") hereby irrevocably sells, transfers, assigns, and conveys to **VIENNA BEEF LTD.**, an Illinois corporation having a business address of 2501 North Damen Avenue, Chicago, Illinois 60647 (hereinafter sometimes referred to as "ASSIGNEE"), as of April 1, 2004 ASSIGNOR's entire worldwide right, title and interest in and to the **CANINE CATTLE** trademark, trade name, service mark, logo, and domain name including but not limited to any and all trademark registrations, service mark registrations, trade names, service mark applications, and/or trademark applications and/or URLs or domain names containing the term **CANINE CATTLE** including but not limited to those respectively listed on Schedule A attached hereto and made a part hereof, as well as any and all goodwill associated with the portion of the business symbolized by the trade names, trademarks and/or service marks, any and all common law trademark rights and any and all state trademark registrations associated therewith; and any and all renewals thereof; any licenses and other agreements providing ASSIGNOR and/or third parties the rights to use same; all income, royalties, license fees, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for any and all past infringement which may have occurred at any time up to the date of this present **TRADEMARK ASSIGNMENT AGREEMENT**; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future.

This **TRADEMARK ASSIGNMENT AGREEMENT** revokes and supersedes any and all prior Assignments that may have existed between the parties regarding the **CANINE CATTLE** mark and the registration listed on Schedule A hereto.

ASSIGNOR hereby covenants and warrants that it is transferring any rights it has with respect to the above-described worldwide right, title and interest by this instrument, free of any encumbrances, and that to the best of its knowledge no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 900, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

Assignor:

CANINE CATTLE COMPANY, LLC
Now known as **PERFORMANCE PET PRODUCTS, LLC**

By: 

Date: October 29, 2004

Title: VP & GENERAL

Assignee:

VIENNA BEEF LTD.

By: 

Date: 11/2/2004

Title: Senior VP & CFO

SCHEDULE A
UNITED STATES
REGISTRATIONS

MARK

CANINE CATTLE COMPANY and Design

REGISTRATION NO.

2,102,185