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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Nulaid Foods, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: March 30, 1998

2. Name and address of receiving party(ies)

Name: Windy Hill Pet Food Company, Inc.

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

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

A. Trademark Application No.(s)

75/318036

06/09/1998 NGUYEN 00000113 181290 75318036

01 FC:481 40.00 CH
02 FC:482 100.00 CH

B. Trademark Registration No.(s)

1952933, 1991913

1990382, 1158279

Additional numbers attached? Yes No

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

Name: Craig Leonard, Esq.

Internal Address: Richards & O'Neil, LLP

Street Address: 885 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

181290

(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

6/5/98
Date

Total number of pages including cover sheet, attachments, and document: 6

ASSIGNMENT OF TRADEMARKS

WHEREAS, NULAIID FOODS, INC., a California corporation, whose principal address is 200 West Fifth Street, Ripon, CA 95366 (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

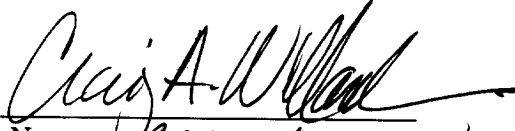
WHEREAS, WINDY HILL PET FOOD COMPANY, INC., a Minnesota Corporation, whose principal address is Highwoods Plaza II, 103 Powell Street, Suite 200, Brentwood, Tennessee 37027 (the "Assignee") desires to acquire any and all rights to the Trademarks, as provided below;

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 day of March, 1998.

NULAIID FOODS, INC.

By: 
Name: *CRAIG WILLIAMS*
Title: *PRESIDENT*

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CANINE PRINCIPAL	1,952,933	January 1, 1996
MAIN SOURCE	1,990,382	July 30, 1996
PET WORTHY	1,991,913	August 6, 1996
HOLSUM	1,158,279	June 23, 1981

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
FELINE PRINCIPAL	75/318,036	July 1, 1997

UNREGISTERED TRADEMARKS

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