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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



Tab settings

To the Honorable Commissioner of Patents and Trademarks

100745102

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Consolidated Nutrition, L.C.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Nunc Pro Nunc Assignment

Execution Date: June 10, 1998

2. Name and address of receiving party(ies)

Windy Hill Pet Food Company, Inc

Name, 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)

B. Trademark Registration No.(s)

1,119,773

Additional numbers attached? Yes No

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

Name: Craig Leonard, Esq. Richards & O'Neil, LLP Internal Address:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00/xx

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

18-1290

(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

Signature

6/15/98 Date

Total number of pages including cover sheet, attachments, and document: 9

NUNC PRO TUNC ASSIGNMENT

This assignment, nunc pro tunc, is being submitted, effective February 23, 1998;

Pursuant to that certain Purchase Agreement, dated February 23, 1998, Windy Hill Pet Food Company, Inc., a Minnesota corporation (the "Assignee"), agreed to purchase certain assets owned and used by Consolidated Nutrition, a Iowa limited liability company ("the Assignor"), including, but not limited to the trademark set forth on the attached Schedule A (hereinafter referred to as the "Mark"); and

Pursuant to the Trademark Assignment, dated February 23, 1998, between Assignor and Assignee, a copy of which is attached as Exhibit A, ownership of the trademarks set forth on the original assignment (hereinafter referred to as the "Marks") and all goodwill of the business associated therewith was transferred from the assignor to the Assignee. However, the registration number relating to the trademark BOW WOW AND DESIGN was incorrectly identified and consequently has not been officially recorded in the United States Patent and Trademark Office;

The undersigned, hereby declares and certifies: (i) such assignment occurred for good and valuable consideration; (ii) such assignment included without limitation any and all registrations issued by the United States Patent and Trademark Office in connection with the Marks and all renewals and extensions thereof, together with the goodwill of the business in connection with which the Mark was used and which was symbolized by the Mark and the right to recover for damages and profits for past infringement thereof; and (iii) the Trademark Assignment attached hereto as Exhibit A evidencing the foregoing is a true and correct copy of the same.

CONSOLIDATED NUTRITION, L.C.

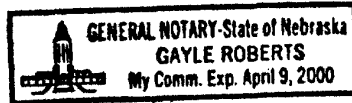
By: 

Name: K. S. Grubbe

Title: Assistant Secretary/Treasurer

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 10th day of June, 1998, before me personally came K.S. Grubbe, to me known, who being by me duly sworn did depose and say that he/she is the Assistant Secretary/Treasurer of CONSOLIDATED NUTRITION, L.C., the limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Members and Managers of said limited liability company.



Gayle Roberts

Notary Public

SCHEDULE A

BOW WOW and Design

Registration No. 1,119,773

R&O-393432.1

**TRADEMARK
REEL: 1743 FRAME: 0490**

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

WHEREAS, CONSOLIDATED NUTRITION, L.C, an Iowa limited liability company, whose principal address is 12700 West Dodge Road, Omaha, Nebraska 68103-2047 (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.

R&O-363280.2

IN WITNESS WHEREOF, the Assignor has executed this Assignment this
23rd day of February, 1998.

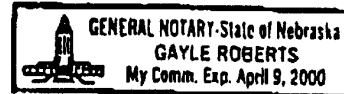
CONSOLIDATED NUTRITION, L.C.

By: 
Name:  Ted. Gruber
Title: Consolidated Nutrition L.C.
Assistant Secretary/Treasurer

STATE OF NEBRASKA)
)SS:
COUNTY OF DOUGLAS)

On this 19th day of February, 1998, before me personally came K.S. Corutte
to me known, who being by me duly sworn did depose and say that
he/she is the Asst Sec/Treas of CONSOLIDATED NUTRITION, L.C., the
limited liability company described in and which executed the foregoing instrument; and
that he/she signed his/her name thcreto by order of the Members and Managers of said
limited liability company.

Gayle Roberts
Notary Public



SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BARKIES	1,707,092	8/11/92
BOW WOW and Design	119,773	6/5/79 *
BOW WOW and Design (Stylized)	285,174	7/14/31
BOW WOW DOG FOOD BITE SIZE and Design	1,088,868	4/4/78
BOW WOW Happy Dog Design	2,123,926	12/23/97
CAT-SUP	921,241	9/28/71
CHARM	1,718,514	9/22/92
COUNTRY PAL	1,060,041	2/22/77
Dog and Design	1,471,570	1/5/88
DOGBURGER	732,806	6/12/62
FRECKLES	1,672,727	1/21/92
GOLDEN SOURCE	2,097,616	9/18/96
GOLDEN SOURCE & Design	1,724,066	10/13/92
HONOR	1,481,800	3/22/88
HOUN' DAWG	951,459	1/23/73
HOUN' DAWG Design	1,799,574	10/19/93
HOUN' PUP	1,092,451	5/30/78
HOUND-PACK	689,593	12/8/59
HUNTSMAN	1,038,267	4/20/76
LUV'N NUGGETS	1,760,756	3/23/93
NATURE'S FRIEND	2,058,281	4/29/97
PATHFINDER	1,427,692	2/3/87
PATRIOT	1,829,948	4/5/94
PUPPY PAL	1,319,698	2/12/85
SIR JOHN'S CHOICE	938,980	7/25/72

PATCHES 1,670,437 12/31/91

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
BAMA	75/325,884	7/17/97
BOW WOW	75/368,037	10/3/97
GAINER	75/325,888	7/17/97
KENNEL KRUNCHER	75/326,064	7/17/97
KITTY KREAM	75/325,846	7/17/97
MONARCH	75/248,173	2/26/97
PATCHES	75/352,452	9/5/97
PLAYFUL PAWS	75/224,033	1/10/97
PRIMERA WORLD	75/352,451	9/5/97
PROUD PAWS	75/224,035	1/10/97
TOP DOG	75/325,886	7/17/97
TRAIL BITS	75/325,885	7/17/97

STATE TRADEMARK REGISTRATIONS

<u>State</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Louisiana	TOP DOG		2/13/91
Texas	TOP DOG	050962	4/1/91

UNREGISTERED TRADEMARKS

CANINE DELIGHT
COUNTRY CAT
PREMIUM BLEND
PUPPY BLEND
FELINE BLEND
SUPER BLEND
TOTAL BLEND