





**ASSIGNMENT OF TRADEMARKS AND RELATED RIGHTS**

WHEREAS, WHPF INC. a Delaware corporation formerly known as Windy Hill Pet Food Company, Inc. ("**Assignor**"), is the owner of and has adopted, licensed or is otherwise using the names, trademarks, trade names and/or other designations identified on the attached **Schedule A** (collectively, the "**Marks**"); and

WHEREAS, WINDY HILL PET FOOD COMPANY, INC., a Minnesota corporation formerly known as Hubbard Milling Company ("**Assignee**"), desires to acquire the Marks, together with (i) any and all rights that Assignor may have in and to the pending applications and/or registrations identified on **Schedule A**, and all renewals and extensions thereof, (ii) any and all rights that Assignor may have in and to any derivation of any of the Marks and/or any common law trademarks, trade dress and label designs utilized in connection with any of the Marks, (iii) the goodwill of the business associated with any of the Marks and/or any of the foregoing and (iv) the right to bring actions and to recover for damages and profits for infringements related to any of the Marks and/or any of the foregoing occurring prior to the date of this Assignment;

NOW, THEREFORE, for valuable and legally sufficient consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee any and all of Assignor's right, title and interest in and to the Marks, together with, but not limited to, (i) any and all rights that Assignor may have in and to the pending applications and/or registrations identified on **Schedule A**, and all renewals and extensions thereof, (ii) any and all rights that Assignor may have in and to any derivation of any of the Marks and/or any common law trademarks, trade dress and label designs utilized in connection with any of the Marks, (iii) the goodwill of the business associated with any of the Marks and/or any of the foregoing and (iv) the right to bring actions and to recover for damages and profits for infringements related to any of the Marks and/or any of the foregoing occurring prior to the date of this Assignment.

Assignor agrees to execute and deliver, at the request of the Assignee, such papers, instruments, and assignments, as the Assignee may reasonably require in order to vest and/or record Assignor's rights, title and interest in and to the Marks and/or any of the foregoing more effectively in the Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized representative.

Dated: May 21, 1997

WHPF, INC.

By Ray Chung  
Name: Ray Chung  
Title: Executive Vice President

STATE OF New York )  
COUNTY OF New York ) ss.:

On this 21<sup>st</sup> day of May, 1997, before me personally came Roy Chung to me known, who being by me duly sworn did depose and say that he/she is the Executive Vice President of WHPF, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Thomas Kollar  
Notary Public

My Commission Expires:

THOMAS KOLLAR  
NOTARY PUBLIC, State of New York  
No. 01K05068484  
Qualified in Kings County  
Commission Expires Nov. 04, 1998

SCHEDULE A TO PTO COVER SHEET

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
BONKERS	1,402,410	07/22/86	REGISTERED
FIELD FORMULA	1,089,841	04/18/78	REGISTERED
✓ FOOD OF CHAMPIONS	947,325	11/14/72	REGISTERED
✓ G. WHISKERS	1,555,992	09/12/89	REGISTERED
✓ G. WHISKERS	1,474,393	01/26/88	REGISTERED
✓ HOME AND FIELD	1,272,053	03/27/84	REGISTERED
✓ MEATY MEAL	1,094,125	06/20/78	REGISTERED
✓ ROSE'S	1,050,886	10/19/76	REGISTERED
✓ ROSE'S	1,457,669	09/15/87	REGISTERED
✓ ROYAL FEAST	1,276,457	05/01/84	REGISTERED
✓ TRAIL BLAZER and Design	985,144	05/28/74	REGISTERED
✓ TRAIL MASTER 1,840,056	<del>1,840,059</del>	06/14/94	REGISTERED
✓ TUFFY'S	2,010,312	10/22/96	REGISTERED
TUFFY'S	1,023,889	10/28/75	EXPIRED
✓ CANINE PRIME and Design	74/580,337	09/30/94	REGISTERED
✓ FELINE PRIME and Design	74/580,336	09/30/94	REGISTERED

03618.0010

R&O-309224.1

RECORDED: 06/17/1998

TRADEMARK  
REEL: 1750 FRAME: 0074