

RE: mrb
8-3-98

08-12-1998



100791884

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

1. Name of conveying party(ies):
 Charlee Bear Farms, Inc.
 Individual(s) Association
 General Partnership Limited
 Corporation-State Wisconsin Partnership
 Other:
 Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 11/05/97

2. Name and address of receiving party(ies):
 Name: Wixon Fontarome, Inc.
 Internal Address:
 Street Address: 1390 E. Bolivar Avenue
 City: St. Francis State: WI Zip: 53235
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Wisconsin
 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 names(s) & address(es) attached?
 Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 75/061,102
 75/082,639
 Additional numbers

B. Trademark registration No.(s)
 1,874,799 1,924,775 1,654,452
 1,939,704 1,836,328
 attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Adam L. Brookman
Godfrey & Kahn, S.C.
 Internal Address:
 Street Address: 780 North Water Street
 City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:.....[7]

7. Total fee (37 CFR 3.41):\$ 190.00
 Enclosed
 Authorized to be charged to deposit account for any deficiencies

8. Deposit account number: 07-1509

(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.

Adam L Brookman [Signature] 7/31/98
 Name of Person Signing Signature Date

Total Number of pages comprising cover sheet: [1]

75/061,102-75/082,639
75/061,102-75/082,639
75/061,102-75/082,639

MRD
1-9-98



JAN - 9 1998

To the Honorable Commissioner

100614856

attached original documents or copy thereof.

1. Name of conveying party(ies):
 Charlee Bear Farms, Inc.
 Individual(s) Association
 General Partnership Limited
 Corporation-State Wisconsin Partnership
 Other:
 Additional name(s) of conveying party(ies) attached?
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3. Nature of conveyance:
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 Security Agreement Change of Name
 Other

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 Name: Wixon Fontarome, Inc.
 Internal Address:
 Street Address:
 City: State: Zip:
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Adam L. Brookman
Name of Person Signing

Signature

OP
OP
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1/5/97
Date

Total Number of pages comprising cover sheet: [1]

**ASSIGNMENT OF TRADEMARKS,
TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS**

THIS ASSIGNMENT is made and entered into this ^{NOVEMBER} 5 day of ~~October~~, 1997, by and between WIXON FONTAROME, INC., a Wisconsin corporation (the "Buyer") and CHARLEE BEAR FARMS, INC., a Wisconsin corporation (the "Seller").

Pursuant to that certain Assignment of Intellectual Property (the "Assignment") dated ^{NOVEMBER} ~~October~~ 5, 1997, by and among the Buyer, the Seller and certain other parties, the Seller and certain other parties have agreed to sell and the Buyer has agreed to purchase the Intellectual Property of the Subject Business (as each such term is defined in the Assignment). Section 8 of the Assignment requires the Seller to assign to the Buyer its rights in and to certain trademark and trademark applications used in the Subject Business, free and clear of all liens, claims and encumbrances.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby sell, assign, transfer and set over unto the Buyer, its successors and assigns, the entire right, title and interest in and to those United States trademarks, trademark registrations and trademark applications that are utilized in connection with the Subject Business and listed on Schedule 1 attached hereto together with all goodwill associated therewith (all of said trademarks, trademark registrations and trademark applications and rights thereto being referred to herein as the "Trademark Rights").

In addition, the Seller does hereby covenant and agree that it will assist the Buyer, at the Buyer's reasonable expense, in any interference, litigation or other proceeding involving any and all of the Trademark Rights and also covenants and agrees to execute and deliver to the Buyer, at the Buyer's expense, any and all additional documents and papers and perform any further acts necessary to vest in the Buyer the rights hereby conveyed.

This Assignment shall be binding upon the parties hereto, their respective legal representatives, heirs, successors and assigns.


The Parties agree that if any provision of this Assignment shall under any circumstances be deemed invalid or inoperative, this Assignment shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the principles of conflicts of laws thereunder.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment as of the day first above written.

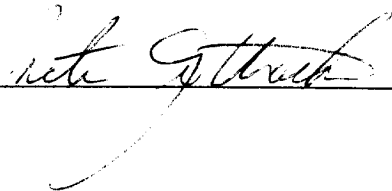
SELLER:

CHARLEE BEAR FARMS, INC.

By:  Resident
(Title)

BUYER:

WIXON FONTAROME, INC.

By: 
(Title)

MW2-106743-2

Schedule 1

TRADEMARKS

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
1. 1,874,799	8/20/91	CHARLEE BEAR
2. 1,939,704	12/5/95	CHARLEE BEAR DOG TREATS (and Design)
3. 1,924,775	10/3/95	LIVERLICIOUS
4. 1,836,328	5/10/894	POCKET PERFECT
5. 2,701,312 (Japan)	12/22/94	CHARLEE BEAR
6. 1,654,452	8/20/91	CHARLEE BEAR
7. 19,880,045 (Maine)	8/7/87	CHARLEE BEARS

<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
1. 75/061,102	2/22/96	CHARLEE BEAR
2. 75/082,639	4/2/96	CHARLEE BEAR
3. 780,966 (Canada)	4/24/95	CHARLEE BEAR
4. (European Community)	4/1/96	CHARLEE BEAR
5. 75/081,408	4/1/96	CHARLEE BEAR



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20230

MARCH 03, 1998

PTAS

GODFREY & KAHN, S.C.
ADAM L. BROOKMAN
780 NORTH WATER STREET
MILWAUKEE, WI 53202



100614856A

GODFREY & KAHN, S.C.

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 100614856

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.3 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, 2800 CRYSTAL DRIVE, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE NAME AND ADDRESS OF THE RECEIVING PARTY(S) MUST BE INDICATED ON THE COVER SHEET.

SEDLEY PYNE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS