

11-02-1998



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SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

FORM PTO-1594  
1-31-92

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. **10-22-98**

1. Name of conveying party(ies):  
Art J. Jones Corporation

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State Michigan  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?       Yes     No

2. Name and address of receiving party(ies):  
Name: Wellmark International  
Internal Address: \_\_\_\_\_  
Street Address: 1000 Tower Lane, Suite 245  
City: Bensenville  
State: IL                                      Zip: 60106

3. Nature of Conveyance:  
 Assignment                       Merger  
 Security Agreement     Change of Name  
 Other \_\_\_\_\_  
Execution Date: September 17, 1998

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State California  
 Other \_\_\_\_\_  
If assignee is not domiciled in the U.S., a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No. (s)  
1,851,492  
Additional numbers attached?     Yes     No

B. Trademark Registration No. (s)  
< 1,851,492 > GREAT PET

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Laura L. Kulhanjian, Esq.  
Internal Address: FLEHR HOHBACH TEST  
ALBRITTON & HERBERT LLP  
Street Address: FOUR EMBARCADERO CENTER  
SUITE 3400  
City: SAN FRANCISCO  
State: CA                                      Zip: 94111-4187

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): .....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 06-1300  
Please debit any underpayment or credit any overpayment to the above deposit account.  
Our Order No. TI-65202-1/RBC/LLK  
(Attach duplicate of this page if paying by deposit account)

10/30/1998 DNGUYEN 00000195 1851492  
01 FC:481                                      40.00 UP

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.

Laura L. Kulhanjian                      Laura Kulhanjian                      October 9, 1998  
Name of Person Signing                      Signature                                      Date

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

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

File No. TI-65202-1/RBC/LLK

Rev. 8/93

TRADEMARK  
REEL: 1806 FRAME: 0653

## ASSIGNMENT

WHEREAS, ART J. JONES CORPORATION, a Michigan corporation, having offices at 3342 Starr Road, Royal Oak, Michigan 48073 (the "ASSIGNOR"), has adopted, used in its business and is the owner of the entire right, title and interest in and to the trademark set forth in the attached Exhibit A, and the goodwill appurtenant to said mark; and the United States Trademark Registration for said mark;

WHEREAS Wellmark International, a California corporation, having offices at 1000 Tower Lane, Bensenville, IL (the "ASSIGNEE") is desirous of acquiring ASSIGNOR's entire right, title and interest in and to said trademark, the appurtenant goodwill, the federal trademark registration for said mark and the rights at common law in and to said mark;

WHEREAS ASSIGNOR desires to assign said trademark and trademark registration to ASSIGNEE;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

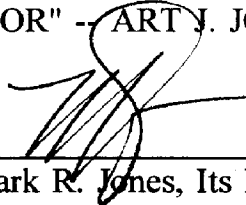
ASSIGNOR agrees to assign, transfer and convey, and by this instrument hereby assigns, transfers and conveys to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title and interest in and to the trademark identified in Exhibit 1, the goodwill of the business appurtenant to and connected with the mark, the United States Trademark Registration for said mark, and all rights at common law in the mark; and ASSIGNOR further assigns, transfers, and conveys to ASSIGNEE, its successors, legal representatives and assigns, the right to apply for, register, renew, protect, defend and enforce any and all rights to the said trademark including the right to sue for past infringement, the right to enforce any and all trademark rights of ASSIGNOR and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and the right to recover all claims for damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue.

ASSIGNOR agrees to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with perfecting the transfer of all rights to and the vesting of full and complete title in ASSIGNEE, enforcing and defending the rights transferred, and executing any and all instruments deemed by ASSIGNEE to be necessary or desirable to implement and accomplish the transfer, enforcement and/or defense of rights granted by ASSIGNOR hereunder.

ASSIGNOR represents and warrants to the ASSIGNEE, its heirs, successors and assigns, that ASSIGNOR has the right to make this Assignment and that ASSIGNOR has made no agreements or undertakings that conflict with this Assignment, and that the ASSIGNOR is the sole and exclusive owner of said trademark.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment by the hand of its duly authorized representative.

"ASSIGNOR" - ART J. JONES CORPORATION


By:   
Mark R. Jones, Its President

Dated: 9/17/98

STATE OF MICHIGAN                    )  
  ) ss:  
COUNTY OF MONROE                    )

On 9/17/, 1998, before me, the undersigned Notary Public, personally appeared Mark R. Jones, and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. (Seal)

Signature   
Notary Public, Monroe County, MI  
MARK S. BRAUNLICH  
My Comm. Expires: 5/24/01

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EXHIBIT 1

Registration

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>	<u>Int'l. Class</u>
1,851,492	8/30/94	GREAT PET	18

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