



100925274

hed original documents or copy thereof.

1. Name of conveying party(ies):
Windy Hill Pet Food Company, Inc.
Two Maryland Farms, Suite 301
Brentwood, Tennessee 37037

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

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

2. Name and address of receiving party(ies)

Name: Feed-Rite (US) Animal Feeds, Inc.

Internal Address: _____

Street Address: 424 N. Riverfront Drive, P.O. Box 8500

City: Mankato State: MN ZIP: 56002

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State 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

3. Nature of conveyance:

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

Execution Date: December 1, 1998, effective May 21, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,632,876

Additional numbers attached? Yes No

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

Name: Joshua J. Burke

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP: 55402

6. Total Number of applications and registrations involved: 1

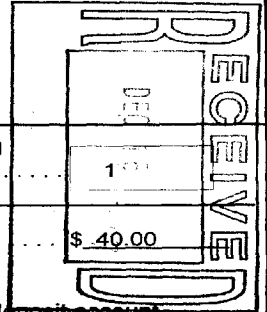
7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
04-1420

(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.

Joshua J. Burke
Name of person Signing

[Signature]
Signature

12-15-98
Date

Total number of pages comprising cover sheet: 1

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

12/17/1998 SSMITH 00000177 1632876

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

Commissioner of Patents and Trademarks
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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF TRADEMARKS

This Assignment Agreement ("Agreement") shall be effective as of May 21, 1997 ("Effective Date"), between Windy Hill Pet Food Company, Inc., a Minnesota corporation formerly known as Hubbard Milling Company, whose principal address is Two Maryland Farms, Suite 301, Brentwood, Tennessee 37037 (hereinafter, "Assignor"), and Feed-Rite (US) Animal Feeds, Inc., a Minnesota corporation, whose principal address is c/o Feed-Rite, Ltd., 17 Speers Road, Winnipeg, Manitoba, Canada R2J 1M1 (hereinafter, "Assignee").

WHEREAS, Assignor is the owner of and has adopted, used, and is licensing or otherwise using the following mark (the "Mark"):

<u>Mark</u>	<u>U.S. Reg. No.</u>	<u>Reg. Date</u>
½ Barrel Design	1,632,876	1/29/91

WHEREAS, Assignee desires to acquire the Mark, including the registration identified above and all renewals and extensions thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey unto Assignee all of Assignor's rights, title, and interest in and to the Mark on a worldwide basis, including without limitation the registration therefor, together with that part of the goodwill of the business associated with the Mark and which is symbolized by the Mark.

Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement or dilution, deceptive trade practices, or unfair competition involving the Mark.

Assignor agrees to execute and deliver, at the request of Assignee, such additional papers, instruments and assignments as the Assignee may reasonably require in order to vest Assignor's right, title, and interest in and to the Mark in the Assignee and/or to carry out the intent of the Assignment.

The terms, covenants, and provisions of this Assignment inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding on Assignor, its successors, assigns, and/or legal representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date hereof.

WINDY HILL PET FOOD COMPANY, INC.

Date: 12/1/98

By: Ray Chung
Ray Chung, Executive Vice President

STATE OF New York)

) ss

COUNTY OF New York)

I, a notary public in and for the county and state aforesaid, do hereby certify that Ray Chung, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is Executive Vice President of Windy Hill Pet Food Company, Inc., that he signed, sealed and delivered said instrument as his free and voluntary act and deed for the uses and purpose therein set forth, and that he had full authority in this regard to act on behalf of Windy Hill Pet Food Company, Inc.

SEAL

Elaine Barry
Notary Public

ELAINE BARRY
Notary Public, State of New York
No. 41-4773280
Qualified in Queens County
Commission Expires August 31, 2000