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U.S. Patent &amp; TMO/TM Mail Rpt Dt. #11

of.

To the Honorable Commissioner of Patents and Trademarks

## 1. Name of conveying party(ies):

PM Resources, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Missouri  
☐ 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: June 7, 1999

## 2. Name and address of receiving party(ies):

Name: Purina Mills, Inc.

Internal Address: Legal Dept. - 3E

Street Address: 1401 S. Hanley Road

City: St. Louis State: MO ZIP: 63144

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

754,933

Additional numbers attached? ☐ Yes ☒ No

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

Name: Diane Murphy

Internal Address: Legal Dept. - 3E

Street Address: 1401 S. Hanley Road

City: St. Louis State: MO ZIP: 63144

## 6. Total number of applications and registrations involved: \_\_\_\_\_

one

1

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

☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

16-2632

(Attach duplicate copy of this page if paying by deposit account)

## 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.

Diane Murphy

Name of Person Signing

Signature

June 24, 1999

Date

Total number of pages comprising cover sheet

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK ASSIGNMENT**

ASSIGNOR: PM Resources, Inc., a Missouri corporation  
ASSIGNEE: Purina Mills, Inc., a Delaware corporation  
MARK: CATTLE-PLUS  
REGISTRATION NO.: 754,933  
REGISTRATION DATE: 08/20/63

*This Assignment is made this 7th day of June, 1999, by and between PM Resources, Inc., a Missouri corporation, 13001 St. Charles Rock Road, Bridgeton, Missouri 63044 ("Assignor"), and Purina Mills, a Delaware corporation, 1401 S. Hanley Road, St. Louis, Missouri 63144 ("Assignee").*

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademark CATTLE-PLUS, (the "Trademark"), which Trademark has been registered in the United States Patent and Trademark Office;

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademark and the registrations thereof together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and past infringements thereof;

WHEREAS, Assignee desires to acquire from Assignor the Trademark and the registrations thereof together with the goodwill of the business in connection with which the Trademarks is used and which is symbolized by the Trademarks, along with the right to recover for damages and past infringements thereof.


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademark and the registrations thereof for the United States and throughout the world, together with all of the goodwill of the business in connection with which the Trademark are used and which is

symbolized by said Trademark, along with the right to recover for damages and profits from past infringements thereof.

Assignor covenants and agrees that it will, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

The Commissioner of Patents and Trademarks is hereby respectfully requested to record this Assignment in the United States Patent and Trademark Office and index same against the file of registration herein described.

PM RESOURCES, INC.

By:   
Michael O'Bryan  
Vice President & General Manager

STATE OF MISSOURI     )  
                                  )ss:  
COUNTY OF ST. LOUIS    )

On this 7<sup>th</sup> day of June, 1999, before me appeared Mike O'Bryan the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf and on behalf of PM Resources, Inc., with full authority as VP & Gen. Mgr. of said company to so act.

  
Notary Public

My Commission Expires:

CHARLOTTE E. CARDILLO  
Notary Public - State of Missouri  
St. Louis County  
My Commission Expires: February 9, 2000