

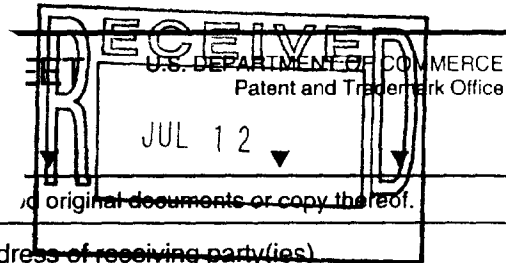
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OMB No. 0651-0011 (exp. 4-94)

Tab settings

To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

Robert Fritz

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

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

3. Nature of conveyance:

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

Execution Date: January 11, 1999

2. Name and address of receiving party(ies)

Name: APRL (Animal Performance Research Labs)

Internal Address: _____

Street Address: 1346 Highland Ave.

City: Martinez State: CA ZIP: 94553

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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 patent number(s):

A. Trademark Application No.(s)

75/542807

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Richard E. Peterson

Internal Address: _____

Street Address: BIELEN, PETERSON & LAMPE
1990 N. California Blvd. Ste. 720

City: Walnut Creek State: CA ZIP: 94596

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:

02-2273

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

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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.

Richard E. Peterson

Name of Person Signing

Signature

July 7, 1999

Date

4

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



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07-12-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #10

**ASSIGNMENT OF SERVICE MARKS
TRADEMARKS AND CAUSES OF ACTION**

WHEREAS, Robert Fritz, (hereinafter FRITZ), an individual doing business as APRL and Animal Performance Research Labs, and having a business address 1346 Highland Avenue, Martinez, California 94553, is the owner of certain service marks and trademarks relating to animal nutrition products including APRL, Animal Performance Research Labs, PEAK, PEAK PERFORMANCE, PEAK PERFORMANCE 2, PEAK CONDITION, CANINE PEAK CONDITION, PEAK STRIDE, PEAK GROW, PEAK STUD and PEAK JERKEY, and is the owner of the good will associated with the trademarks and the business to which the names and marks pertain, including rights and interests in a license agreement entitled "LICENSING AGREEMENT FROM BOB FRITZ TO MIKE WILLIAMS," dated April 12, 1994 and causes of action related thereto and to the recited marks.

WHEREAS, ANIMAL PERFORMANCE RESEARCH LABS, LLC (hereinafter APRL), a California corporation having a place of business at 1346 Highland Avenue, Martinez, California 94553 is desirous of acquiring all right title and interest in and to the above recited service marks and trademarks; that portion of the business of FRITZ to which the marks pertain including the identified contract and all causes of action relating to said contract and the recited marks; and, the products and the formulations of the products sold under the service marks and trademarks.

NOW THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, said FRITZ does hereby assign and transfer unto APRL:

All right title and interest in and to the service marks and trademarks of FRITZ relating to animal nutrition products, namely, APRL, Animal Performance Research Labs, PEAK, PEAK PERFORMANCE, PEAK PERFORMANCE 2, PEAK CONDITION, CANINE PEAK CONDITION, PEAK STRIDE, PEAK GROW, PEAK STUD, and PEAK JERKEY, together with any applications for registration of said marks and that portion of the business of FRITZ to which the marks pertain, including the good will of such business symbolized by the marks, any and all causes of action for infringement of said marks, and any and all other causes of action relating to the marks and to the business herein assigned and transferred;

All right, title and interest in and to the license agreement entitled, "LICENSING AGREEMENT FROM BOB FRITZ TO MIKE WILLIAMS" dated April 12, 1994, and any and all causes of action in law or equity arising from said agreement, or from breach of said agreement including the right of return or recovery of property or money from the termination of said agreement by FRITZ; and,

All right title and interest in and to the products and formulations used in the products sold under the acquired

service marks and trademarks, and any and all causes of action for wrongful appropriation or use of the formulations or the products herein assigned and transferred.

FRITZ, shall cooperate with APRL in executing any documents necessary to effect and record the assignment of any applications for registration of the recited marks and to cooperate with APRL in any action brought by APRL as FRITZ's successor in interest to the recited marks, business, property and causes of action transferred by this assignment.

Dated: January 11, 1999


by Robert Fritz, Assignor

