

11-02-1999

FORM PTO-1594 (Rev. 6-93) **MD 10-29-99** F  
OMB No. 0651-0011 (exp. 4/94)



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Pat

101189911

ached original documents or copy thereof.

1. Name of conveying party(ies):

Pros Choice, Inc. d/b/a Pro's Choice Products, Inc.

- Individual(s)
- General Partnership
- Corporation (Illinois)
- Other \_\_\_\_\_
- Association
- Limited Liability

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

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

Name: Oil-Dri Corporation of America

Internal Address: 410 North Michigan Avenue

City: Chicago State: IL ZIP: 60611

- 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

3. Nature of conveyance:

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

Execution Date: October 7, 1999

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

A. Trademark Application No.(s)

75/794,541

B. Trademark registration No.(s)

1,820,906      1,941,059      1,824,801  
2,271,997

Additional numbers attached?  Yes  No

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

Name: VEDDER,PRICE, KAUFMAN & KAMMHOLZ

Attention: Tammy S. Settle

Internal Address:

Street Address: 222 North LaSalle Street  
Suite 2600

City: Chicago State: IL ZIP: 60601

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

5

7. Total Fee (37 CFR 3.41) ..... \$ 140.00

- Enclosed
- Authorized to be charged to deposit account (Any Deficiencies)

8. Deposit account number: 22-0259

(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.

Tammy S. Settle  
Name of Person Signing

Tammy S. Settle  
Signature

October 28, 1999  
Date

Total number of pages including cover sheet, attachments, and document:  5

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

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

11/02/1999 KTHA11 00000065 75794541

01 FC:481 40.00 OP  
02 FC:482 100.00 OP

TRADEMARK  
REEL: 001982 FRAME: 0754

SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

<b>Trademark</b>	<b>Status</b>	<b>Registration Number</b>	<b>Application Number</b>
PRO'S CHOICE ATHLETIC FIELD PRODUCTS (STYLIZED LETTERS)	Registered	1,820,906 <i>2,271,997</i>	_____
SOILMASTER	Application	None	75794541 ✓
RAPID DRY	Registered	1,941,059 ✓	_____
PRO MOUND	Registered	1,824,801 ✓	_____
PRO'S CHOICE	Registered	1,820,906 ✓	_____

VPCHI01/#521562.3

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made October 7, 1999 (this "Assignment") by and between Oil-Dri Corporation of America, a Delaware corporation ("Assignee"), and Pros Choice, Inc., d/b/a Pro's Choice Products, Inc., an Illinois corporation ("Assignor").

WHEREAS, Assignor is the owner of and is using in its business the United States registration, pending application, and common law trademarks, listed on Schedule A attached hereto (the "Trademarks") and is the exclusive owner of such Trademarks and the goodwill of the business symbolized by such Trademarks and all common law rights associated therewith; and

WHEREAS, Assignee is desirous of acquiring said Trademarks together with the goodwill of the business with which said Trademarks are used and which are symbolized by said Trademarks and any and all registrations and applications for registration of said Trademarks;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has, assigned and by these presents, does hereby sell, transfer, convey and assign unto Assignee the entire right, title, and interest of Assignor in and to said Trademarks, all registrations and all applications for registration of said Trademarks, including without limitation the right to recover for past infringement of said Trademarks, and the goodwill of the Assignor's business in connection with which said Trademarks are used and which are symbolized by said Trademarks.

Assignor hereby covenants and represents that the execution, delivery and performance of this Assignment by Assignor has been duly and validly authorized by all necessary corporate action and this Assignment has been duly and validly executed and delivered by Assignor and constitutes a valid and legally binding agreement of Assignor, enforceable against Assignor in accordance with its terms. The execution, delivery and performance of this Assignment does not conflict with, result in a breach of, or constitute a default under any applicable law, judgment, order, injunction, decree, rule or regulation, or ruling of any court or governmental instrumentality, or the articles of incorporation, bylaws or resolutions of the Board of Directors of Assignor, or conflict with, constitute grounds for termination of or result in a breach of or constitute a default under any agreement, instrument, license or permit to which Assignor is or will be subject.

Assignor hereby further covenants and agrees that Assignor (a) will make no further use of the Trademarks, (b) will communicate to Assignee, its successors, legal representatives and assignees, any facts known to Assignor respecting said Trademarks, and (c) testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Trademarks in all countries.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment of Trademarks is executed at this 7th day of October, 1999.

PROS CHOICE, INC., d/b/a PRO'S CHOICE PRODUCTS, INC.

By: [Signature]  
Name: DAVID C. [Signature]  
Title: RESIDENT

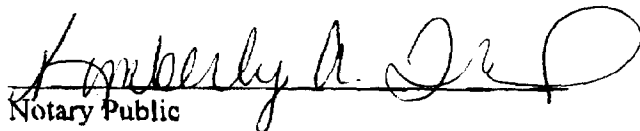
ATTEST:

By: [Signature]  
Name: CHARLES E. SELVIK  
Title: SECRETARY

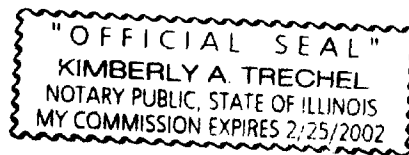
CERTIFICATION

STATE OF ILLINOIS        )  
                                  ) ss.  
COUNTY OF COOK         )

On this 7th day of OCTOBER, 1999, before me, the undersigned, a Notary Public for the State of ILLINOIS, personally appeared DAVID A. CYGAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as PRESIDENT of the corporation named therein, and acknowledged to me that he executed the same as his voluntary act on behalf of such corporation with authority to do so for the purposes therein set forth.

  
Notary Public

My Commission expires: 2/25/02



VPC:H101//521562.2