


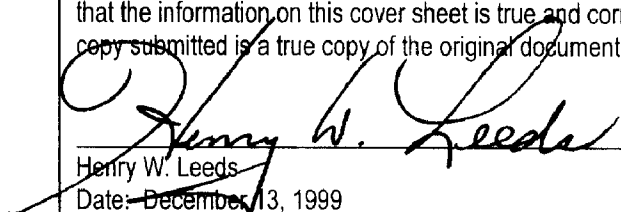
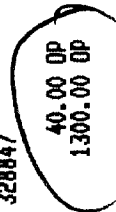
TUCKER FLYER  
1615 L Street, N.W.  
Washington, D.C. 20036  
(202) 452-8600

12-28-1999

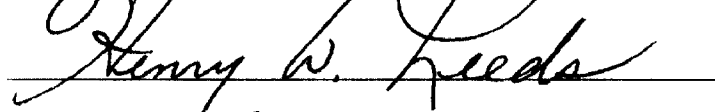


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MAD 12.16.99

1. NAME OF CONVEYING PARTY:  Gimborn, Inc. A Pennsylvania corporation	2. NAME AND ADDRESS OF RECEIVING PARTY:  GIMBORN PET SPECIALTIES, LLC a Georgia limited liability company 4280 Northeast Expressway Atlanta, Georgia 30340
3. NATURE OF CONVEYANCE:  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other	2A. ASSIGNEE A FOREIGN ENTITY:  Yes: ___ No: <input checked="" type="checkbox"/>  2B. DOMESTIC REPRESENTATIVE DESIGNATED:  Yes: ___ No: <input checked="" type="checkbox"/>    12-16-1999 U.S. Patent & TMO/ TM Mail Rpt Dt. #64
3A. EXECUTION DATE: July 16, 1999 3B. EFFECTIVE DATE: July 16, 1999	
4A. TRADEMARK APPLICATION NOS.:  75/232,359 – QUIK KLOT  Additional numbers attached? YES	4B. TRADEMARK REGISTRATION NO(S):  Reg. No. 328,847 – VIONATE  Additional numbers attached? YES
Henry W. Leeds, Esq. Tucker Flyer Suite 400 1615 L Street, N.W. Washington, D.C. 20036	
6. TOTAL NUMBER OF TITLES: 53  7. TOTAL FEE: \$1,340.00 – Check Enclosed  8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 20-1582  Our Ref: 28070.381	9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.   Henry W. Leeds Date: December 13, 1999  Page 1 of 9    328847 12/28/1999 TTON11 01 FC:481 02 FC:482

I hereby certify that the foregoing assignment was deposited with the U.S. Postal Services, by First Class Mail, postage prepaid, addressed to Box: Assignments/Fee, The Assistant Commissioner of Trademarks, U.S. Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 14th day of December 1999.



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TRADEMARK  
REEL: 002006 FRAME: 0128

## SCHEDULE A

<u>Reg. No.</u>	<u>Mark</u>
328,847	VIONATE
792,834	ARC & Design
982,954	REDI
1,067,078	RICH HEALTH (stylized)
1,075,354	SCALEX
1,088,490	CAPTAIN CAT (stylized)
1,094,924	FEATHER GLO
1,134,961	R-7 & Design
1,184,733	REDI
1,197,519	EYE CLEAR
1,204,219	WONDER COAT
1,237,962	OTICARE B
1,248,098	OTICLEAN A
1,278,588	KWIK STOP
1,282,964	AVI-VITE
1,333,955	BIRD-CAGE-DEFENDER
1,402,419	DOG DELIGHT DELI
1,420,682	BURGERS 'N FRIES
1,423,479	CHICKEN 'N CHIPS
1,432,586	DOGGIE LINKS
1,444,796	VITAL NUTRITION
1,528,322	WARNER'S
1,534,547	DOGHOUSE BONEMEAL COOKIES
1,581,831	RAWHIDE FRENCH FRIES
1,672,281	KRISPY CAT TREATS
1,676,433	KRISPY DOG TREATS
1,710,765	COMBINE
1,767,816	WONDER COAT
1,818,706	OTI-CLENS
1,825,353	CAT A'BOUT
1,852,540	REDI CAT GRASS
1,855,800	GOURMET PET
1,874,986	Bubble Design
1,877,349	G & Dog Crest Design
1,881,570	CAT GRASS PLUS
1,891,614	NUTRIGEL
1,895,529	VELVET COAT
1,900,057	CHERISHES
1,906,278	NUTRI-FLAKES
1,938,319	EYE CLEAR
1,963,253	RICH HEALTH
2,004,608	NURTURES

**Schedule A (cont'd.)**

<u>Reg. No.</u>	<u>Mark</u>
2,096,188	KATCHEEZE
2,135,797	FLUFF-A-BED
2,144,272	PRO-TREAT
2,171,886	ROBBY RABBIT
2,184,835	CAGE CRITTERS
2,209,566	Hamster Design
2,215,137	Rabbit Design

<u>Serial No.</u>	<u>Mark</u>
75/232,359	QUIK KLOT
75/629,585	WOWSERS
75/646,315	RICH HEALTH
75/701,792	CENTER CUT

### Trademark Assignment

WHEREAS, Gimborn, Inc., 4820 Northeast Expressway, Atlanta, Georgia 30340, a corporation organized under the laws of Pennsylvania ("Gimborn") has adopted and used the marks which are registered in the United States Patent and Trademark Office and appropriate patent and trademark offices in other countries listed on Exhibit A attached to and incorporated by reference in this Assignment (the "Trademarks"); and

WHEREAS, Gimborn and Gimborn Pet Specialties, LLC, 4820 Northeast Expressway, Atlanta, Georgia 30340, a limited liability company organized under the laws of Georgia, ("Assignee") are parties to an Asset Purchase Agreement dated as of June 30, 1999 (the "Asset Purchase Agreement") pursuant to which Assignee has agreed to acquire the Trademarks and the registrations thereof.

NOW, THEREFORE, in consideration of the covenants and conditions set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Gimborn assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated with the Trademarks, and the registrations thereof.

For such consideration, Gimborn agrees that it will communicate to Assignee or its representatives any facts known to Gimborn respecting the Trademarks and will, upon request, but without expense to Gimborn, except as otherwise provided in the Asset Purchase Agreement, testify in any legal proceedings, sign all lawful papers, execute all applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee, to assist or enable Assignee, to obtain and enforce full benefits from the rights and interests assigned by Gimborn to Assignee.



1.1 (e)

◆ GIMBORN, INC. Trademarks

<u>Mark</u>	<u>Status and ID No.</u>	<u>Next Action/Due Date</u>
◆ ARC and design	Reg'd; 792,834	Renewal: 02/06/2005
◆ AVI-VITE	Reg'd; 1,282,964	Renewal: 06/26/2004
◆ BIRD CAGE DEFENDER	Reg'd; 1,333,955	Renewal: 05/07/2005
◆ BUBBLE DESIGN	Reg'd; 1,874,986	Sec. 8 & 15: 01/24/2000
◆ BURGERS 'N FRIES	Reg'd; 1,420,682	Renewal: 12/09/2006
◆ CAGE CRITTERS	Reg'd; 2,184,835	Sec. 8 & 15: 08/25/2003
◆ CAPTAIN CAT (styl.)	Reg'd; 1,088,490	Renewal: 04/04/2008
◆ CAT A'BOUT	Reg'd; 1,825,353	Sec. 8 & 15: 03/08/1999
◆ CAT GRASS PLUS	Reg'd; 1,881,570	Sec. 8 & 15: 02/28/2000
◆ CHERISHES	Reg'd; 1,900,057	Sec. 8 & 15: 06/13/2000
◆ CHICKEN 'N CHIPS	Reg'd; 1,423,479	Sec. 8 & 15: 12/30/2001
◆ COMBONE	Reg'd; 1,710,765	Renewal: 08/25/2002
◆ DOG CREST and G des.	Reg'd; 1,877,349	Sec. 8 & 15: 02/07/2000
◆ DOG DELIGHT DELI	Reg'd; 1,402,419	Renewal: 07/22/2006
◆ DOGGIE LINKS	Reg'd; 1,432,586	Renewal: 03/10/2007
◆ DOGHOUSE BONEMEAL COOKIES	Reg'd; 1,534,547	Renwal: 04/11/2009
◆ EYE CLEAR	Reg'd; 1,197,519	Renwal: 06/08/2002
◆ EYE CLEAR	Reg'd; 1,938,319	Sec. 8 & 15: 11/28/2001
◆ FEATHER GLO	Reg'd; 1,094,924	Renewal: 07/04/2008
◆ FLUFF-A-BED	Reg'd; 2,135,797	Sec. 8 & 15: 09/09/2002
◆ GOURMET PET	Reg'd; 1,855,800	Sec. 8 & 15: 09/27/1999
◆ HAMSTER DESIGN	Reg'd; 2,209,566	
◆ KATCHEEZE	Reg'd; 2,096,188	Sec. 8 & 15: 09/09/2002
◆ <del>KITTY PAN</del>	<del>Reg'd; 743,938</del>	<del>Renewal: 01/22/2003</del>
◆ KRISPY CAT TREATS	Reg'd; 1,672,281	Renewal: 01/14/2002
◆ KRISPY DOG TREATS	Reg'd; 1,676,433	Renewal: 02/18/2001
◆ KWIK STOP	Reg'd; 1,278,588	Renewal: 05/22/2004
◆ NURTURES	Reg'd; 2,004,608	Sec. 8 & 15: 10/01/2001
◆ NUTRI-FLAKES	Reg'd; 1,906,278	Sec. 8 & 15: 07/18/2000
◆ NUTRIGEL	Reg'd; 1,891,614	Sec. 8 & 15: 04/25/2000
◆ ORIGINAL FREEZE DRIED TRAINING TREATS	Not yet filed.	
◆ OTI-CLENS	Reg'd; 1,818,706	Sec. 8 & 15: 02/01/1999
◆ OTICARE B	Reg'd; 1,237,962	Renewal: 05/17/2003
◆ OTICLEAN A	Reg'd; 1,248,098	Renewal: 08/16/2003

<u>Mark</u>	<u>Status and ID No.</u>	<u>Next Action/Due Date</u>
◆ PROTREAT	Reg'd; 2,144,272	Sec. 8 & 15: 03/17/2003
◆ QUIK KLOT	Pending; 75/232,359	
◆ R-7 and design	Reg'd; 1,134,961	Renewal: 05/13/2000
◆ RABBIT DESIGN	Reg'd; 2,215,137	
◆ RAWHIDE FRENCH FRIES	Reg'd; 1,581,831	Renewal: 02/06/2000
◆ REDI	Reg'd; 1,184,733	Renewal: 1/5/2002
◆ REDI	Reg'd; 982,954	Renewal: 04/30/2004
◆ REDI CAT GRASS	Reg'd; 1,852,540	Sec. 8 & 15: 09/06/1999
◆ RICH HEALTH	Reg'd; 1,963,253	Sec. 8 & 15: 03/19/2001
◆ RICH HEALTH (styl.)	Reg'd; 1,067,078	Renewal: 06/07/2007
◆ <del>RICH HEALTH (styl.)</del>	<del>Reg'd; 1,098,286</del>	<del>Renewal: 08/01/2008</del>
◆ ROBBY RABBIT	Reg'd; 2,171,886	Sec. 8 & 15: 07/07/2003
◆ SCALEX	Reg'd; 1,075,354	Renewal: 10/10/2007
◆ <del>SHAMPAGNE</del>	<del>Reg'd; 1,855,481</del>	<del>Sec. 8 &amp; 15: 09/27/1999</del>
◆ <del>SHAMPAGNE (script)</del>	<del>Reg'd; 1,874,987</del>	<del>Sec. 8 &amp; 15: 01/24/2000</del>
◆ VELVET COAT	Reg'd; 1,895,529	Sec. 8 & 15: 5/23/2000
◆ VIONATE	Reg'd; 328,847	Renewal: 10/08/2005
◆ <del>VITAL NUTRITION</del>	<del>Reg'd; 1,125,669</del>	<del>Renewal: 10/02/1999</del>
◆ VITAL NUTRITION	Reg'd; 1,444,796	Renewal: 06/30/2007
◆ WARNER'S	Reg'd; 1,528,322	Renewal: 03/07/2009
◆ WONDER COAT	Reg'd; 1,204,219	Renewal: 08/10/2002
◆ WONDER COAT	Reg'd; 1,767,816	Renewal: 04/27/2003
* WOWSERS	Pending; 75/629,585	
* CENTER CUT	Pending; 75/701,792	
* RICH HEALTH	Pending; 75/646,315	

**FOREIGN TRADEMARKS**

<u>Mark/Owner</u>	<u>Status/L.D. No.</u>	<u>Next Action/Due Date</u>
(C) *AVI-VITE	Reg'd; 479,357	Renew: 8/1/2012
(C) *BIRD CAGE DEFENDER	Reg'd; 480,059	Renew: 8/11/2012
(C) *CAGE CRITTERS	Reg'd; 488,108	Renew: 1/22/2013
(C) *CHERISHES	Reg'd; 481,044	Renew: 8/20/2012
(C) *FEATHER GLO	Reg'd; 486,364	Renew: 11/26/2012
(C) *KATCHEEZE	Reg'd; 481,043	Renew: 8/20/2012
(C) *PRO-TREAT	Reg'd; 492,573	Renew: 4/7/2013
(C) *QUIK KLOT	Reg'd; 488,853	Renew: 1/30/2013
(C) *SCALEX	Reg'd; 486,201	Renew: 11/25/2012
(J) <del>*HAMSTER design</del>	<del>Pending; 76124/97</del>	
(J) *KWIK STOP	Reg'd; 1,879,671	Renew: 7/30/2006
(J) *RICH HEALTH	Reg'd; 2,356,828	Renew: 11/29/2001
(J) <del>*RABBIT DESIGN</del>	<del>Pending; 76123/97</del>	
(J) <del>*ROBBY RABBIT</del>	<del>Pending; 175692/97</del>	

Codes:  
(C) = Canada  
(J) = Japan  
\* Owned by Gimborn U.S., Inc.



Trademarks Owned by Other Companies

Vital Nutrition Products, Inc.

<u>Mark</u>	<u>Status/I.D. No.</u>	<u>Next Action/Due Date</u>
<del>FLEA FIGHTER</del>	<del>Reg'd; 1,127,173</del>	<del>Renewal: 12/4/99</del>

The above mark was purchased by Gimborn, U.S., Inc. from Vital Nutrition Products, Inc., and it was sold by Gimborn, U.S., Inc. to Waverly Mineral Products Company (predecessor to Gimborn Inc.) These transfers of the mark have not been recorded on the records of the U.S. Patent and Trademark Office. Gimborn, Inc. will execute and deliver any transfer documents that require the signature of Gimborn, Inc. at the request of Purchaser.