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01-02-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101568377

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

12.20.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year
 5 31 99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

5 31 99

Formerly

2199153

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization:

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization:

01/02/2001 DNGUYEN 00000031 2199153

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002205 FRAME: 0513

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,199,153"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

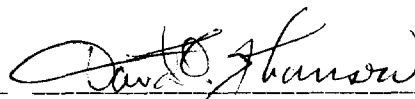
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

David O. Johanson
Name of Person Signing


Signature

December 15, 2000
Date Signed

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK

WHEREAS, Snuffy's Distributing Company, Inc., formerly a corporation organized and existing under the laws of Maryland, having a place of business at ^{16019 Frederick Road,} Woodbine, MD 21797 (the "Assignor"), adopted and used the trademark (the "Mark") identified on Schedule A attached hereto, and was the owner of the registrations of such Mark in the United States Patent and Trademark Office identified on such Schedule A, and assigned such Mark and the registrations thereof to the Assignee party indicated below as of May 31, 1999; and

WHEREAS, Snuffy's Pet Products, Inc., a corporation organized and existing under the laws of Delaware, having a place of business at ^{7 New Lancaster Rd,} Leominster MA 01453 (the "Assignee"), acquired the Mark and the registration thereof from Assignor as of May 31; 1999;

WHEREAS, Assignor and Assignee desire to confirm such assignment from Assignor to Assignee nunc pro tunc as of May 31, 1999.

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which the parties acknowledge, the Assignor hereby assigns, sells, and transfers and confirms the assignment, sale and transfer unto the Assignee, nunc pro tunc as of May 31, 1999, all right, title and interest in and to the Mark, together with (i) the registration of the Mark, (ii) the goodwill of the business symbolized by and associated with the Mark and the registration thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark or the registration thereof or such associated goodwill.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, effective as of the 10th day of December, 2000.

SNUFFY'S DISTRIBUTING COMPANY, INC.
(a Maryland Corporation)

By: George Snouffer
George Snouffer
President


The foregoing assignment of the Mark and the registration thereof by the Assignor to the Assignee is hereby accepted, effective as of the 10th day of December, 2000.

SNUFFY'S PET PRODUCTS, INC.
(a Delaware corporation)

By: _____
Jeffrey Chizmas
President

State of Maryland)
County of Howard) ss.

On this 10th day of December, 2000 before me appeared George Snouffer, the person who signed this instrument, who acknowledged that, as of May, 1999, he was the President of Snuffy's Distributing Company, Inc. (a Maryland Corporation) and that being duly authorized as of such date he signed such instrument as a free act on behalf of said corporation.


Notary Public

[Seal]

My commission expires: 6/1/03

The foregoing assignment of the Marks and the registrations thereof by the Assignor to the Assignee is hereby accepted, effective as of the 10, day of December, 2000.

SNUFFY'S PET PRODUCTS, INC.
(a Delaware corporation)

By: _____


Jeffrey Chizmas
President

SCHEDULE A

Trademark

Registration No.

Registration Date

KITTY KLEAN SNUFFY'S

2,199,153

October 27, 1998