

06-12-2001

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SHEET

JUN - 5 2001

TRADEMARKS ONLY

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

06/12/2001 DBYRNE 00000071 76051916

FOR OFFICE USE ONLY

01 76481
02 76482
40,000
400,000

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002311 FRAME: 0734

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" value="76/051,916"/>	<input type="text" value="75/788,834"/>	<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="2,239,945"/>	<input type="text" value="2,366,837"/>	<input type="text" value="2,322,502"/>
<input type="text" value="1,972,004"/>	<input type="text" value="2,314,782"/>	<input type="text" value="2,245,081"/>
<input type="text" value="2,394,768"/>	<input type="text" value="1,867,748"/>	<input type="text" value="1,933,817"/>

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.

Daniel A. Crowe
Name of Person Signing

Dal A. Crowe
Signature

6-01-01
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Applications Number(s) or Registration Number(s)

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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)

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2,055,698	2,226,455	2,159,296
2,420,769	1,948,732	2,395,359
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“ASSIGNMENT”) is made and entered into as of this 12th day of April, 2001, by and between Thompson’s Nutritional Technology, Inc., a Delaware corporation (hereinafter “Assignor”), and Thompson Holdings, L.P., a Delaware limited partnership (hereinafter “Assignee”).

WHEREAS, Assignor, owns, has adopted, and used the marks identified on Schedule A attached hereto (the “Marks”), and is the owner of all worldwide right, title and interest in and to the registrations and applications for registration for the Marks, including, but not limited to, the good will of the business associated with said Marks (collectively the “Trademark Assets”); and

WHEREAS, Assignor filed a voluntary Chapter 11 Petition under the bankruptcy laws of the United States, 11 U.S.C. §§ 101 et. seq., in the United States Bankruptcy Court for the District of Kansas, case no. 00-22833 (the “Bankruptcy Case”); and

WHEREAS, the Court in the Bankruptcy Case has approved the sale and transfer of the Trademark Assets from Assignor to Assignee as set forth in the Order Approving the Sale of Debtor’s Assets Free and Clear of Liens Pursuant to 11 U.S.C. § 363 (Unaffected Intellectual Property) (the “Intellectual Property Sale Order”).

NOW, THEREFORE, in consideration of the payments to be made under the Intellectual Property Sale Order, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its worldwide right, title, and interest, in and to the Trademark Assets, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all of the Assignor’s trademarks, artwork, package designs, product formulations, patents, licenses, and other associated intangible assets and the good will associated therewith, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks and any other rights assigned to Assignee under this Assignment.

And by this covenant Assignor agrees to execute or procure any further necessary assurance of title to the Trademark Assets; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademark Assets in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

THOMPSON'S NUTRITIONAL TECHNOLOGY, INC.

By: *Thomas A. Peterson*

Title: DESIGNATED REPRESENTATIVE

Dated: APRIL 10, 2001

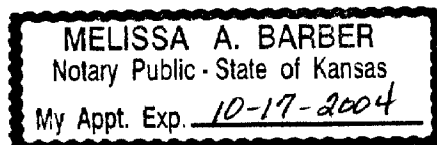
STATE OF KANSAS)
)
COUNTY OF JOHNSON)

On this 10 day of APRIL, 2001, before me personally came THOMAS A. PETERSEN, to me known, who, being by me duly sworn did depose and say that he is the DESIGNATED REP of THOMPSON'S NUTRITIONAL TECHNOLOGY, INC., and being duly sworn, averred that he executed the foregoing Assignment as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Melissa A. Barber
Notary Public

My Commission Expires: 10-17-2004



THOMPSON'S HOLDINGS, L.P.

By: *R. T. Thompson*

Title: *General Partner*

Dated: 4-12-01

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

Richard
On this 12 day of April, 2001, before me personally came Thompson, to me known, who, being by me duly sworn did depose and say that he is the General Partner of THOMPSON'S HOLDINGS, L.P., and being duly sworn, averred that he executed the foregoing Assignment as the free act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

SHHELLY BOXBERGER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jan. 20, 2005

Shelly Boxberger
Notary Public - Shelly Boxberger

My Commission Expires: January 20, 2005

KC01DOCS/527812.01

Schedule A

U.S. Trademark Registrations

Mark	Registration No.	Registration Date	Application Serial No.	Application Filing Date
Design (Woof-A-Roni Chef)	2,239,945	March 14, 2000	75/730,788	June 17, 1999
Design (Paw)	2,366,837	July 11, 2000	75/449,919	March 13, 1998
LAMBONIES	2,322,502	February 22, 2000	75/733,597	November 30, 1998
PASTA BITES	1,972,004	April 30, 1996	74/623,185	January 17, 1995
THE PERFECT FOOD FOR FINICKY DOGS	2,314,782	February 1, 2000	75/683,716	April 15, 1999
PETZELS	2,245,081	May 11, 1999	75/332,415	July 29, 1997
THOMPSON'S	2,394,768	October 17, 2000	75/578,063	October 26, 1998
THOMPSON'S PASTA PLUS	1,867,748	December 13, 1994	74/367,116	March 11, 1993
THOMPSON'S PASTA TREATS	1,933,817	November 7, 1995	74/445,571	October 12, 1993
THOMPSON'S PASTA SNACKS	2,055,698	April 22, 1997	74/445,674	October 12, 1993
THOMPSON'S PASTA LITE	2,226,455	February 23, 1999	75/022,040	November 20, 1995
THOMPSON'S PASTA PRO	2,159,296	May 19, 1998	75/022,041	November 20, 1995
TNT THOMPSON'S NUTRITIONAL TECHNOLOGY and Design	2,420,769	January 16, 2001	75/732,196	June 18, 1999
WOOF-A-RONI	1,948,732	January 16, 1996	74/621,550	January 17, 1995
HERBALIN	2,395,359	October 17, 2000	75/733,597	June 21, 1999

U.S. Trademark Applications for Registration

Mark	Application Serial No.	Application Filing Date
WOOF-A-RONI LOVERS	76/051,916	May 22, 2000
TREATS 4 PETS	75/788,834	Aug. 30, 1999

Schedule A (cont.)
Foreign Trademark Registrations

Mark	Country	Registration No.	Registration Date	Appl. Ser. No.	Application Filing Date
THOMPSON'S PASTA PLUS	Australia				
THOMPSON'S PASTA PLUS	Austria	155411	Nov. 18, 1994	AM4060/94	Aug. 10, 1994
THOMPSON'S PASTA PLUS	Benelux	554 842	Aug. 11, 1994	831 977	Aug. 11, 1994
THOMPSON'S PASTA PLUS	Brazil	818215330	Nov. 5, 1996	818215330	Dec. 14, 1994
WOOF-A-RONI	Brazil	819157392	Dec. 8, 1998	819157392	March 25, 1996
THOMPSON'S PASTA PLUS	Bulgaria	26135	May 4, 1995	28875	Nov. 16, 1994
THOMPSON'S PASTA PLUS	Canada	TMA453,340	Feb. 2, 1996	737,013	Sept. 16, 1993
WOOF-A-RONI	Canada	TMA 473,862	Mar. 26, 1997	783,871	May 30, 1995
THOMPSON'S PASTA PLUS	China	845031	June 7, 1996	94084312	Aug. 2, 1994
THOMPSON'S PASTA PLUS	Denmark	8826/94	Dec. 23, 1994	5570/94	Aug. 10, 1994
THOMPSON'S PASTA PLUS	France	94514479	Apr. 7, 1994	94514479	Apr. 7, 1994
WOOF-A-RONI	France	95574221	June 2, 1995	95574221	June 2, 1995
THOMPSON'S PASTA PLUS	Finland				
THOMPSON'S PASTA PLUS	Greece	120673	Dec. 17, 1996	120673	Aug. 30, 1994
THOMPSON'S PASTA PLUS	Hong Kong	2790/1999	Mar. 9, 1999	97/00898	Jan. 22, 1997
THOMPSON'S PASTA PLUS	Hungary				
THOMPSON'S PASTA PLUS	Indonesia	348981	Dec. 1, 1995	348981	Aug. 22, 1994
THOMPSON'S PASTA PLUS	Ireland	B166272	July 9, 1996	94/5188	Aug. 17, 1994
THOMPSON'S PASTA PLUS	Israel	99045	Mar. 3, 1998	T99045	June 8, 1995
THOMPSON'S PASTA PLUS	Italy	687655	Sept. 20, 1996	RM94C001582	Apr. 13, 1994

Schedule A (cont.)
Foreign Trademark Registrations

WOOF-A-RONI	Italy	714677	June 19, 1997	RM95C002925	June 19, 1995
THOMPSON'S PASTA PLUS	Japan	3275298	Apr. 4, 1997	31954/1994	Mar. 30, 1994
WOOF-A-RONI	Japan	4062418	Oct. 3, 1997	55410/1995	June 2, 1995
THOMPSON'S PASTA PLUS	Malaysia				
THOMPSON'S PASTA PLUS	Mexico	501615	Aug. 29, 1995	222899	Jan. 27, 1995
THOMPSON'S PASTA PLUS	Mexico				
WOOF-A-RONI	Mexico	498967	July 26, 1995	235853	June 28, 1995
THOMPSON'S PASTA PLUS	Monaco	94.15677	Aug. 18, 1994	15725	Aug. 18, 1994
THOMPSON'S PASTA PLUS	New Zealand	B239850	Oct. 4, 1996	239850	Aug. 10, 1994
WOOF-A-RONI	New Zealand				
THOMPSON'S PASTA PLUS	Norway	170816	Jan. 25, 1996	94.4519	Aug. 16, 1994
THOMPSON'S PASTA PLUS	Pakistan				
THOMPSON'S PASTA PLUS	Poland	92 719	Dec. 24, 1996	Z 137 177	Aug. 18, 1994
THOMPSON'S PASTA PLUS	Portugal	302752	Sept. 4, 1995	302752	Aug. 16, 1994
THOMPSON'S PASTA PLUS	Romania	22461	Nov. 21, 1994	33120	Nov. 21, 1994
THOMPSON'S PASTA PLUS	Russia	141608	Apr. 30, 1996	94040952	Nov. 22, 1994
THOMPSON'S PASTA PLUS	Singapore				
WOOF-A-RONI	Singapore	S/229/96	Jan. 5, 1996	S/229/96	Jan. 5, 1996
THOMPSON'S PASTA PLUS	South Africa	94/8754	June 12, 1997	94/8754	Aug. 15, 1994
THOMPSON'S PASTA PLUS	South Korea	323609	Oct. 11, 1995	94-32620	Aug. 16, 1994
WOOF-A-RONI	South Korea	384740	Dec. 1, 1997	96-27641	June 27, 1996

Schedule A (cont.)
Foreign Trademark Registrations

THOMPSON'S PASTA PLUS	Spain	1.919.638	Apr. 5, 1995	1.919.638	Sept. 2, 1994
THOMPSON'S PASTA PLUS	Sweden	304 632	Sept. 22, 1995	94-07994	Aug. 10, 1994
THOMPSON'S PASTA PLUS	Switzerland	422 399	July 29, 1996	5473/1994.4	Aug. 10, 1994
THOMPSON'S PASTA PLUS	Taiwan	681702	July 16, 1995	83052193	Aug. 11, 1994
WOOF-A-RONI	Taiwan	717343	May 16, 1996	84029292	June 14, 1995
THOMPSON'S PASTA PLUS	United Kingdom				
WOOF-A-RONI	United Kingdom				

Foreign Trademark Applications

Mark	Country	Application Serial No.	Application Filing Date
THOMPSON'S PASTA PLUS	Germany	31954/1994	Mar. 30, 1994
THOMPSON'S PASTA PLUS	India	637930	Aug. 24, 1994
WOOF-A-RONI	Malaysia	96/01179	Jan. 31, 1996

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