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7.19.01

08-03-2001



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Form PTO-1594
6-93

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or original thereof.

1. Name of conveying party(ies):

DuCoa, L.P.

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

Name: Trouw Nutrition USA, LLC

Street Address: 115 Executive Drive

Additional name(s) of conveying party(ies) attached? yes no

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: Release of Lien on Trademarks
- Merger
- Change of Name

City: Highland State: IL Zip Code: 62249

Country: USA

Additional name(s) & address(es) attached? yes no

Execution Date: March 14, 2001

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Bio-Ade - Registration No. 1,635,892

Additional numbers attached? yes no

JUL 19 2001

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

Name: Mark J. Gundersen, Esq.

Internal Address: Klett Rooney Lieber & Schorling

Street Address: 1000 West Street, Suite 1410

City: Wilmington State: Delaware Zip Code: 19801

6. Total number of applications and registrations involved: 18

7. Total Fee (37 CFR § 3.41).....\$ 465.00

Enclosed Check No. _____

Authorized to be charged to Deposit Account

8. Deposit Account No. 11-1163

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.

Mark J. Gundersen

Name of Person Signing

Signature

Date

7-18-01

Total number of pages including cover sheet, attachments and documents 10

OMB NO. 0651-0011(exp. 4/94)

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

08/02/2001 DBYRNE

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TRADEMARK
REEL: 002339 FRAME: 0174

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BIO-ADE	1,635,892	February 26, 1991
CHROMOR	1,871,780	January 3, 1995
ELECTRA-VITE	1,217,235	November 23, 1982
FEED-LIFE	1,135,462	May 20, 1980
INESTRUM	1,460,598	October 13, 1987
MYCOLOCK	1,546,039	July 4, 1989
NEO-PRO	1,460,599	October 13, 1987
NUTRIBASICS	1,353,648	August 13, 1985
NUTRIPLAZ	1,866,182	December 6, 1994
OPTIMIN (design)	1,514,304	November 29, 1988
PEDICURE	2,402,132	November 7, 2000
SEECO	892,343	June 9, 1970
S.T.O.P.	1,217,236	November 23, 1982
SUR-TEN	1,522,280	January 31, 1989

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
OPTI	76/002558	March 17, 2000
OPTI-ZN	76/002544	March 17, 2000
TRANSITION PLUS	75/731186	June 17, 1999
VALUMIN	75/396794	November 26, 1997

TRADEMARK ASSIGNMENT

WHEREAS, DuCoa, L.P., a limited partnership organized and existing under the laws of the State of Delaware, U.S.A. (hereinafter "DuCoa"), has adopted, used, and/or is using the trademarks listed below, and is the owner of these trademark registrations and applications;

WHEREAS, Trouw Nutrition USA, LLC, a Delaware Limited Liability Company (hereinafter "Trouw"), has entered into an Asset Purchase Agreement dated February 21, 2001 (hereinafter "Asset Purchase Agreement") wherein DuCoa has agreed to assign these trademarks to Trouw;

WHEREAS, this assignment is subject to and made in accordance with the provisions of Sections 2.1(i) and 4.21 of the Asset Purchase Agreement;

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

DuCoa does hereby assign all right, title and interest in and to the following trademarks and trademark applications together with the good will of the business symbolized by the marks, and the registrations thereof, to Trouw:

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
"Bio-Ade"	Canada	380,977
	Chile	428,778
	U.S.	1,635,892
"Chromor"	Australia	712,437
	Brazil	819,388,033
	Ireland	173,011
	Mexico	529,790
	Thailand	KOR60179
	U.S.	1,871,780

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
"Inestrum"	U.S.	1,460,598
"MycoLock"	U.S.	1,546,039
"Neo-Pro"	Canada	432,994
	U.S.	1,460,599
"NutriBasics"	Canada	459,602
	Chile	428,158
	Colombia (Cl. 5)	154,765
	Colombia (Cl. 31)	156,928
	U.S.	1,353,648
"Optimin (and Design)"	Canada	385,944
	U.S.	1,514,304
"Optimin"	Australia	712,438
	Benelux	604,652
	Chile	437,001
	Ireland	202,686
	Thailand	KOR60178
"Pedicure"	U.S.	2,402,132
"Seeco"	U.S.	892,343
"Nutriplaz"	U.S.	1,866,182

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>
"Opti"	U.S.	76/002558
"Opti-ZN"	U.S.	76/002544
"Transition Plus"	U.S.	75/731186
"Valumin"	U.S.	75/396794

IN WITNESS WHEREOF, DuCoa, L.P., has caused this trademark assignment to be executed in its name by its duly authorized representative this 14TH day of March 2001.

DuCoa, L.P.

Harvey L. Weaver
By: HARVEY L. WEAVER
Title: VICE PRESIDENT

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF Phila)

On this 14 day of March, 2001, before me, Notary Public in and for the aforesaid State, appeared Harvey L. WEAVER the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of DCV, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SR
Notary Public



TRADEMARK ASSIGNMENT

WHEREAS, DuCoa, L.P., a limited partnership organized and existing under the laws of the State of Delaware, U.S.A. (hereinafter "DuCoa") has adopted, used, and/or is using the trademark listed below, and is the owner of this trademark registration;

WHEREAS, Trouw Nutrition USA, Inc., a Delaware Corporation (hereinafter "Trouw") has entered into an Asset Purchase Agreement dated February 21, 2001 (hereinafter "Asset Purchase Agreement") wherein DuCoa has agreed to assign this trademark to Trouw;

WHEREAS, this assignment is subject to and in accordance with the provisions of the Asset Purchase Agreement.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged the parties agree as follows.

DuCoa does hereby assign all right, title and interest in and to the following trademark together with the good will of the business symbolized by the mark, and the registration thereof, to Trouw:

REGISTERED TRADEMARK

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
Feed-Life	U.S.	1,135,462

IN WITNESS WHEREOF, DuCoa, L.P., has caused this trademark assignment to be executed in its name by its duly authorized representative this 23rd day of April 2001.

DuCoa, L.P. , by DCU, Inc. , its general partner

By: Mark J. Gundersen

Name: MARK J. GUNDENSEN

Title: VICE PRESIDENT

STATE OF DELAWARE

)

) ss.

COUNTY OF NEW CASTLE

)

On this 23rd day of April 2001, before me appeared

MARK J. GUNDBERSEN the person who signed this instrument, who
acknowledged that he signed it as a free act on behalf of DuCoa, L.P.

Mary M. McAteer
Notary Public

MARY M. MCATEER
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Nov. 19, 2003

TRADEMARK ASSIGNMENT

WHEREAS, Nutribasics L.P., a limited partnership organized and existing under the laws of the State of Delaware, U.S.A. (hereinafter "Nutribasics"), was the owner of the trademarks listed below;

WHEREAS, Nutribasics merged with and into DuCoa, L.P., a limited partnership organized and existing under the laws of the State of Delaware, U.S.A. (hereinafter "DuCoa"), on August 1, 1997;

WHEREAS, DuCoa was the surviving entity referred to in the preceding recital;

WHEREAS, DuCoa has adopted, used, and/or is using the trademarks listed below, and is now the owner of these trademark registrations in accordance with the Nutribasics merger;

WHEREAS, Trow Nutrition USA, LLC, a Delaware Limited Liability Company (hereinafter "Trow"), has entered into an Asset Purchase Agreement dated February 21, 2001 ("Asset Purchase Agreement") wherein DuCoa has agreed to assign these trademarks to Trow;

WHEREAS, this assignment is subject to and made in accordance with the provisions of Sections 2.1(i) and 4.21 of the Asset Purchase Agreement;

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:


DuCoa does hereby assign all right, title and interest in and to the following trademarks together with the good will of the business symbolized by the marks, and the registrations thereof, to Trow:

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
"Electra-Vite"	U.S.	1,217,235
"S.T.O.P."	U.S.	1,217,236
"Sur-Ten"	U.S.	1,522,280

IN WITNESS WHEREOF, DuCoa L.P., has caused this trademark assignment to be executed in its name by its duly authorized representative this 14TH day of March 2001.


DuCoa, L.P.


 By: HARVEY L. WEAVER
 Title: VICE PRESIDENT

STATE OF PENNSYLVANIA)
) ss.
 COUNTY OF Phila)

On this 14 day of March, 2001, before me, Notary Public in and for the aforesaid State, appeared HARVEY L. WEAVER the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of DCV, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



 Notary Public

