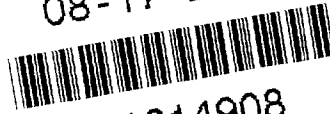


08-17-2001



101814908
SHEET
MARKS ONLY

8-9-01 RECC

AUG 9

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
Effective Date
Month Day Year

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
07162001

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

08/16/2001 TBIAZ1 00000061 75791343
01 FC:481 40.00 BP
02 FC:482 1500.00 BP

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)

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.

HEATHER C. BRUNELLI
Name of Person Signing

Heather C. Brunelli
Signature

8/8/01
Date Signed

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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City

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Zip Code

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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.)

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)

75083539

Registration Number(s)

2065818 1707085 2135029

2014636 1485410 1899095

1969045 2372925 2112900

820136 2219776 1897671

679474 2436043 2357449

1149991 1481817 2357450

278243 1899097 1894242

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of conveying parties attached

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

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)

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

Registration Number(s)

1894241	1899096	1390150
1894243	1511173	1983903
2302704	2014309	1465736
2355768	1890081	691007
2276639	1851636	2122273
2267752	1966170	1427693
2276638	1509725	2196555

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), effective as of July 16, 2001 (the "Effective Date") is made by and between Texas Farm Products Company, Ltd., a Texas limited partnership ("Assignor"), and Texas Farm Products Holding Company (formerly known as Texas Farm Products Company), a Texas corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor has adopted and used and in certain cases registered or applied for registration of the trademarks listed on Exhibit A to this Agreement (the "Marks"); and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

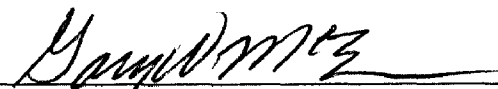
1. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

TEXAS FARM PRODUCTS COMPANY, LTD. (Texas Limited Partnership)

By: TFP GP, LLC (a Delaware Limited Liability company) Its General partner

By: 

Gary McEuen
Vice President of Finance

EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

Trademark Name	Owner/Applicant	Status	Application/ Serial Number	Filing Date
ADVANCE	Texas Farm Products Company, Ltd.	Registered	2,390,092	11-Jul-1995
ADVANCED NUTRITION FORMULA	Texas Farm Products Company, Ltd.	Registered	2,337,257	31-Mar-1998
ANF	Texas Farm Products Company, Ltd.	Registered	1,383,921	22-Apr-1985
ANF	Texas Farm Products Company, Ltd.	Registered	1,156,576	11-Sep-1979
AS GOOD AS IT GETS	Texas Farm Products Company, Ltd.	Published	75/791,343	02-Sep-1999
BECAUSE THEIR LOVE LASTS A LIFETIME	Texas Farm Products Company, Ltd.	Registered	1,510,354	25-Feb-1988
BITES 'N BROTH	Texas Farm Products Company, Ltd.	Published	75/805,664	21-Sep-1999
BITES 'N BROTH & DESIGN	Texas Farm Products Company, Ltd.	Pending	75/805,665	21-Sep-1999

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EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademark Name	Owner/Applicant	Status	Application/ Serial Number	Filing Date
CLINICAL DIETS	Texas Farm Products Company, Ltd.	Registered	1,397,050	22-Apr-1985
FRESH-PAK	Texas Farm Products Company, Ltd.	Published	75/791,344	02-Sep-1999
GREEN UP	Texas Farm Products Company, Ltd.	Registered	1,420,696	27-Jun-1985
GREEN UP	Texas Farm Products Company, Ltd.	Registered	1,377,864	27-Jun-1985
GREEN UP & Design	Texas Farm Products Company, Ltd.	Registered	1,412,772	16-Apr-1984
HEALTHY HABIT	Texas Farm Products Company, Ltd.	Registered	2,065,818	22-Sep-1995
HEARTY CHOICE	Texas Farm Products Company, Ltd.	Registered	2,014,636	09-Jan-1992
HI PRO PLUS	Texas Farm Products Company, Ltd.	Registered	1,969,045	09-Jan-1992
LONE STAR	Texas Farm Products, Company, Ltd.	Registered	820,136	11-Mar-1965
LONE STAR & Design	Texas Farm Products Company, Ltd.	Registered	679,474	31-Jan-1958

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EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademark Name	Owner/Applicant	Status	Application/ Serial Number	Filing Date
LONE STAR & Design	Texas Farm Products Company, Ltd.	Registered	1,149,991	03-May-1979
LONE STAR & Design	Texas Farm Products Company, Ltd.	Registered	278,243	14-Mar-1930
LONE STAR & Design	Texas Farm Products Company, Ltd.	Registered	1,707,085	27-Aug-1991
MEOW FOR MORE	Texas Farm Products Company, Ltd.	Registered	1,485,410	22-Dec-1986
NUTRI-BOOST	Texas Farm Products Company, Ltd.	Registered	2,372,925	22-Sep-1999
O2 FREE	Texas Farm Products Company, Ltd.	Registered	2,219,776	25-Feb-1997
OMEGA BALANCED	Texas Farm Products Company, Ltd.	Registered	2,436,043	09-Feb-2000
PRECEPT	Texas Farm Products Company, Ltd.	Published	75/179,142	09-Oct-1996
PRECISE	Texas Farm Products Company, Ltd.	Registered	1,481,817	18-Aug-1987
PRECISE & Design	Texas Farm Products Company, Ltd.	Registered	1,899,097	27-Sep-1993

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EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademark Name	Owner/Applicant	Status	Application/ Serial Number	Filing Date
PRECISE LIGHT FORMULA & Design	Texas Farm Products Company, Ltd.	Registered	1,894,243	27-Sep-1993
PRECISE PLUS CANINE ADULT FORMULA	Texas Farm Products Company, Ltd.	Pending	76/210,257	14-Feb-2001
PRECISE PLUS FELINE ADULT FORMULA	Texas Farm Products Company, Ltd.	Pending	76/210,256	14-Feb-2001
PRECISE PUPPY FORMULA	Texas Farm Products Company, Ltd.	Registered	2,302,704	23-Dec-1997
PRECISE PUPPY FORMULA & Design	Texas Farm Products Company, Ltd.	Registered	2,355,768	23-Dec-1997
PRECISE SENIOR FORMULA FOR CATS & Design	Texas Farm Products Company, Ltd.	Registered	2,276,639	09-Dec-1997
PRECISE SENIOR FORMULA FOR DOGS	Texas Farm Products Company, Ltd.	Registered	2,267,752	07-Jan-1998
PRECISE SENIOR FORMULA FOR DOGS & Design	Texas Farm Products Company, Ltd.	Registered	2,276,638	09-Dec-1997

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EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademark Name	Owner/Applicant	Status	Application/ Serial Number	Filing Date
PRECISE SENSICARE FORMULA & Design	Texas Farm Products Company, Ltd.	Registered	1,899,096	27-Sep-1993
RABBIT STAR	Texas Farm Products Company, Ltd.	Registered	1,511,173	25-Feb-1988
RANGE MODIFIER	Texas Farm Products Company, Ltd.	Registered	2,014,309	18-Nov-1994
RANGE STAR	Texas Farm Products Company, Ltd.	Registered	1,890,081	20-May-1994
SCALE DESIGN	Texas Farm Products Company, Ltd.	Registered	1,851,636	27-Sep-1993
SENSICARE	Texas Farm Products Company, Ltd.	Registered	1,966,170	28-Mar-1994
SETTING THE INDUSTRY STANDARD	Texas Farm Products Company, Ltd.	Pending	76/095,499	21-Jul-2000
SOME PEOPLE WILL DO ANYTHING FOR THEIR PETS	Texas Farm Products Company, Ltd.	Pending	76/019,566	04-Apr-2000
STAR GRO	Texas Farm Products Company, Ltd.	Registered	1,509,725	25-Feb-1988

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EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademark Name	Owner/Applicant	Status	Application/ Serial Number	Filing Date
STAR PRO	Texas Farm Products Company, Ltd.	Registered	1,390,150	11-Mar-1985
STAR PRO & Design	Texas Farm Products Company, Ltd.	Registered	1,983,903	24-May-1995
STAR PUP	Texas Farm Products Company, Ltd.	Registered	1,465,736	22-Dec-1986
LONE STAR & Stripes Design	Texas Farm Products Company, Ltd.	Registered	691,007	31-Jan-1958
TEXAS FARM PRODUCTS	Texas Farm Products Company, Ltd.	Published	75/083,539	04-Apr-1996
THRIFTY SWEET	Texas Farm Products Company, Ltd.	Registered	2,122,273	04-Apr-1996
TRACK STAR	Texas Farm Products Company, Ltd.	Registered	1,427,693	14-Jul-1986
VACPAC	Texas Farm Products Company, Ltd.	Registered	2,196,555	25-Feb-1997

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EXHIBIT A TO TRADEMARK ASSIGNMENT