

08-23-2001



101821297

original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

RAMTEC, INC.

8-13-01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: _____

2. Name and address of receiving party(ies)

Name: KT MANUFACTURING, INC.

Internal

Address: _____

Street Address: 86 OLD SCHOOL ROAD

City: PROSPERITY State: SC Zip: 29127

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State SOUTH CAROLINA
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

76/149,256
76/149,275
76/149,255
76/149,276

Additional number(s) attached Yes No

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

Name: ROBERT P. BETHEA, JR., ESQ.

Internal Address: _____

08/22/2001 BT0N11 00000103 76149256

40.00 OP
75.00 OP

Street Address: 1330 LADY STREET, 4TH FLOOR

City: COLUMBIA State: SC Zip: 29201

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

GERALD KITCH

Name of Person Signing

Signature

8/1/01

Date

Total number of pages including cover sheet, attachments, and document: _____

Refund Ref: 08/22/2001 BT0N11 0000108653

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CHECK Refund Total: \$45.00

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into this 15th day of June, 2001 by RAMTEC, INC, a South Carolina corporation (the "Seller") for the benefit of KT MANUFACTURING, INC., a South Carolina corporation (the "Purchaser").

WHEREAS, Seller is in the business of selling certain pet products and sells those products in connection with certain trademarks and accordingly has established considerable goodwill in its business, its products, which goodwill is associated with those trademarks.

WHEREAS, Seller claims rights, by virtue of use in connection with its products, in the following trademarks:

- | | |
|------------------------------|--------------------------|
| (1) design of a cat on a pad | Serial Number 76/149,256 |
| (2) PURR PADD | Serial Number 76/149,275 |
| (3) PURR PADD (stylized) | Serial Number 76/149,255 |
| (4) trade dress design | Serial Number 76/149,276 |

(together, collectively referred to as "the Marks"), as more fully set forth on Exhibit A hereto, for which applications to register such marks have been filed in the United States Patent and Trademark Office.

WHEREAS, Purchaser intends to purchase the business of Seller including the Marks and goodwill.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser, each intending to be legally bound, hereby agree as follows:

1. Seller does hereby sell, assign, transfer and set over to Purchaser its entire right, title, and interest in and to the Marks and all registrations and applications pertaining thereto, including any renewals and extensions of the registration that are or may be secured, now or hereafter in effect, and all rights of priority thereto. Such assignment of the Marks by Seller is for Purchaser's own use and enjoyment and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for such improper uses.

2. Seller requests the Commissioner of Patents and Trademarks of the United States or, in the case of the countries outside of the United States, the analogous individual or agency responsible for trademarks, service marks, trade names and assumed names, to record Purchaser

