



101833792

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 8-27-01

**Pet Incorporated**

- Individuals(s)
- General Partnership
- Corporation-State of Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached  Yes  No

3. Nature of conveyance:

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

Execution Date: December 6, 1995

2. Name and address of receiving party(ies)  
Name: **Aunt Fanny's Bakery of Pennsylvania, Inc.**

Internal Address:

Street Address: **200 U.S. Highway 19 South,**

City: **Thomasville** State: **GA** Zip: **31799**

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



08-27-2001

U.S. Patent & TMO/TM Mail Receipt #34

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
1,907,523

Additional numbers attached?  Yes  No

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

Name: William H. Brewster

Internal Address: Kilpatrick Stockton LLP

Suite 2800

Street Address: 1100 West Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

**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.

Lise Shettler  
Name of Person Signing

Lise Shettler  
Signature

August 22, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 3

09/05/2001 AAHMD1 00000006 1907523

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40.00 DP

## TRADEMARK ASSIGNMENT

WHEREAS, PET INCORPORATED, a Delaware corporation having its principal place of business at 400 South Fourth Street, St. Louis, Missouri 63102 (hereinafter "ASSIGNOR"), is the owner of all rights in the trademark described on Schedule A incorporated in this assignment by this reference; and

WHEREAS, AUNT FANNY'S BAKERY OF PENNSYLVANIA, INC., a Pennsylvania corporation having its principal place of business at 200 U.S. Highway 19 South, Thomasville, Georgia 31799 (hereinafter "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the aforesaid property;

1. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents does hereby sell, assign, transfer, and set over, unto the said ASSIGNEE, for its own use and benefit, and for the use and benefit of its successors, legal representatives and assigns, the entire right, title and interest of ASSIGNOR in and to the trademark adopted and used by the ASSIGNOR in its business listed in Schedule A annexed hereto and made a part hereof.

2. The property listed in Schedule A is being conveyed together with the goodwill of ASSIGNOR'S business connected with the use thereof and symbolized by the trademark to be held and enjoyed by said ASSIGNEE for its own use and benefit.

3. ASSIGNOR agrees that, upon request and without further consideration, it will sign all lawful papers, make all rightful oaths and generally provide such assistance as may be reasonably requested by ASSIGNEE in perfecting and recording title to the trademark listed in Schedule A. ASSIGNEE shall bear all responsibility and expense for preparing any instrument of assignment or transfer, for recording any such instruments of assignment or transfer, and any fee or tax levied thereon, and ASSIGNEE shall bear all prosecution and maintenance costs incurred with respect to the trademark.

4. Except as otherwise expressly provided herein, no obligation is hereby assumed by either ASSIGNOR or ASSIGNEE to maintain, prosecute, enforce or litigate, file, assert or defend the trademark listed on Schedule A.

IN WITNESS WHEREOF, ASSIGNOR has caused these presents to be signed by its officer thereunto duly authorized, and corporate seal to be hereto affixed and attached by its Assistant Secretary effective as of the 6<sup>th</sup> day of September, 1995.

"ASSIGNOR"

PET INCORPORATED  
(a Delaware Corporation)

By: Thomas J. Ryan  
Name: Thomas J. Ryan  
Title: Assistant Secretary

[CORPORATE SEAL]

SCHEDULE A  
TO  
TRADEMARK ASSIGNMENT

MC MILLIN'S

Reg. No. 1,907,523  
Registered July 25, 1995