

12-28-2001



RECOF

101927079

12-26-01

TRADEMARKS OFFICE

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year <input type="text"/>
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	<input type="text"/>

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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  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

FOR OFFICE USE ONLY

12/27/2001 6TOM11 00000090 75730788

01 FC:481

40.00 DP

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

**TRADEMARK**

REEL: 002413 FRAME: 0538

**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

(314) 259-2619

Name

Daniel A. Crowe, Esq.

Address (line 1)

Bryan Cave LLP

Address (line 2)

211 North Broadway

Address (line 3)

Suite 3600

Address (line 4)

St. Louis, Missouri 63102

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments

#

7

**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)

75/730,788		


**Number of Properties**

Enter the total number of properties involved

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

#

02-4467

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

  
Signature

10-18-01  
Date Signed

## 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:   *T. A. Petersen*  

Title:   *DESIGNATED REPRESENTATIVE*  

Dated:   *APRIL 10, 2001*  

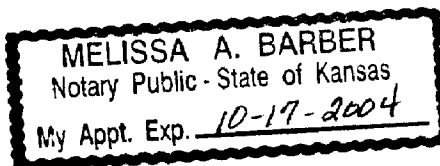
STATE OF   *KANSAS*   )  
   ) )  
 COUNTY OF   *JOHNSON*   ) )

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: *A. T. Thompson*

Title: *General Partner*

Dated: 4-12-01

STATE OF MISSOURI )  
  )  
COUNTY OF JACKSON )

On this 12 day of April, 2001, before me personally came Richard 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.

**SHELLY 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

**Schedule A**

**U.S. Trademark Registrations**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Application Serial No.</b>	<b>Application Filing Date</b>
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**

<b>Mark</b>	<b>Application Serial No.</b>	<b>Application Filing Date</b>
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**

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Appl. Ser. No.</b>	<b>Application Filing Date</b>
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

KC01DOCS/527812.01

**TRADEMARK**  
**REEL: 002413 FRAME: 0544**

**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

KC01DOCS/527812.01



**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

KC01DOCS/527812.01

RECORDED: 12/26/2001

TRADEMARK  
REEL: 002413 FRAME: 0546