

03-13-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 2-26-02
 NESTLE PURINA PETCARE COMPANY

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

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

2. Name and address of receiving party(ies)
 Name: THE MEOW MIX COMPANY
 Internal Address: 1st Floor
 Street Address: 400 Plaza Drive
 City: Secaucus State: NJ Zip: 07094

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 31, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 1,995,276; 2,365,313; 1,741,561; 2,468,347; 984,625; 2,004,697; 2,521,864; 1,359,527

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

Enclosed
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: John P. Rynkiewicz, Esq.
 Internal Address: Kaye Scholer LLP
 Street Address: 901 Fifteenth St., NW
WASHINGTON DC 20005
 City: Washington State: DC Zip: 20005

8. Deposit account number:
11-0228

03/12/2002
01 FC:481
02 FC:482

DO NOT USE THIS SPACE

9. Signature.
John P. Rynkiewicz [Signature] February 8, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
REEL: 002459 FRAME: 0783

Trademark Assignment

TRADEMARK ASSIGNMENT, (this "Assignment") dated as of January 31, 2002, by and between NESTLE PURINA PETCARE COMPANY, formerly known as RALSTON PURINA COMPANY, a Missouri corporation with its principal place of business at Checkerboard Square, St. Louis, Missouri 63164, U.S.A. ("Assignor"), and THE MEOW MIX COMPANY, formerly known as MM ACQUISITION CO., INC., a Delaware corporation with its principal place of business at 400 Plaza Drive, 1st Floor, Secaucus, New Jersey 07094 ("Assignee").

WHEREAS, Assignor is the owner of rights in the trademarks and service mark set forth on Schedule A attached hereto and any goodwill associated exclusively therewith (collectively, the "Transferred Trademarks");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire Assignor's entire right, title, and interest in and to the Transferred Trademarks as such right, title and interest exist as of the Closing;

WHEREAS, NESTLE HOLDINGS, INC., a Delaware corporation ("NHI"), Assignor and J.W. CHILDS EQUITY PARTNERS II, L.P., a Delaware limited partnership ("Purchaser"), entered into an Asset Purchase Agreement, dated as of October 17, 2001, (as amended, the "Asset Purchase Agreement") pursuant to which NHI and Assignor have agreed to transfer the Transferred Trademarks to Assignee; and

WHEREAS, pursuant to Section 1.06(a) of the Asset Purchase Agreement, Purchaser has agreed to cause Assignee, a majority-owned subsidiary of Purchaser, to purchase the Transferred Trademarks from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns and delivers over to said Assignee, Assignor's entire right, title and interest in and to said Transferred Trademarks and any goodwill associated exclusively therewith as such right, title and interest exist as of the Closing. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Assignment (i) is made pursuant to, and is subject to the terms of, the Asset Purchase Agreement and (ii) shall be binding upon and inure solely to the benefit of NHI, Assignor, Assignee and Purchaser and their respective permitted successors and assigns in accordance with the terms of this Assignment. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein shall be deemed to limit, restrict or modify in any manner the rights and obligations of the parties under the Asset Purchase Agreement, and in the event of a conflict between the terms and provisions hereof and the terms and provisions of the Asset Purchase Agreement or the Letter Agreement between NHI, Assignor and Purchaser dated as of January 24, 2002 in respect of the marks set forth under the heading "Additional Marks--Canada" on Schedule A hereto, the terms and provisions of the Asset Purchase Agreement and such Letter Agreement shall control.

Nothing herein shall be construed to sell, transfer, assign or deliver any Excluded Asset to Assignee.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the Canadian Intellectual Property Office, to record Assignee's ownership of the registrations identified on Schedule A attached hereto.

Notwithstanding anything in this Assignment to the contrary, this Assignment shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach, default, violation or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, claim or right, or would in any way adversely affect the rights of Assignor or, upon transfer, Assignee under such asset, claim or right. If any transfer or assignment by Assignor to Assignee, or any assumption by Assignee of, any interest in, or liability, obligation or commitment under, any asset, claim or right requires the consent of a third party, then such transfer or assignment or assumption shall be made subject to such consent being obtained.

Capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Asset Purchase Agreement.

Article XII of the Asset Purchase Agreement is incorporated herein by reference.

WHEREFORE, Assignor has caused this Assignment to be duly executed below by its duly authorized officer.

ASSIGNOR:

NESTLE PURINA PETCARE COMPANY

by Terence E. Beck

Name: Terence E. Beck
Title: Chief Operating Officer
North American Pet Foods

Acknowledged and Accepted by:

ASSIGNEE:

THE MEOW MIX COMPANY

by

Name:
Title:

PURCHASER:

J.W. CHILDS EQUITY PARTNERS II, L.P.
by its general partner J.W. CHILDS ADVISORS II, L.P.
by its general partner J.W. CHILDS ASSOCIATES, L.P.
by its general partner J.W. CHILDS ASSOCIATES, INC.

by

Name:
Title:

STATE OF Missouri)

COUNTY OF St. Louis)

On this 21 day of February, 2002, before me, a Notary Public in and for the County of St. Louis in the State of Missouri, personally appeared TERENCE E. BECK, to me known to be the Chief Operating Officer of Nestle Purina Pet Foods of NESTLE PURINA PETCARE COMPANY, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth.

Maureen L. Elbert

MAUREEN L. ELBERT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires May 28, 2002

WHEREFORE, Assignor has caused this Assignment to be duly executed below by its duly authorized officer.

ASSIGNOR:

NESTLE PURINA PETCARE COMPANY

by

Name:

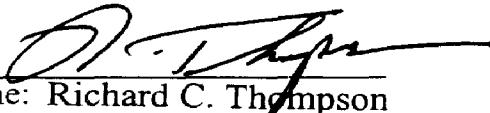
Title:

Acknowledged and Accepted by:

ASSIGNEE:

THE MEOW MIX COMPANY

by



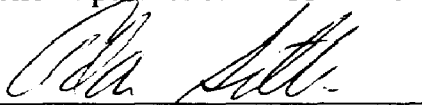
Name: Richard C. Thompson

Title: Chief Executive Officer

PURCHASER:

J.W. CHILDS EQUITY PARTNERS II, L.P.
by its general partner J.W. CHILDS ADVISORS II., L.P.
by its general partner J.W. CHILDS ASSOCIATES, L.P.
by its general partner J.W. CHILDS ASSOCIATES, INC.

by



Name:

Title:

STATE OF _____)

COUNTY OF _____)

On this ___ day of _____, 2002, before me, a Notary Public in and for the County of _____ in the State of _____, personally appeared _____, to me known to be the _____ of NESTLE PURINA PETCARE COMPANY, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth.

Schedule A

MEOW MIX and Related Marks - U.S.

Trademark Registrations

Mark	U.S. Registration Number	Registration Date
MEOW MIX	1,995,276	August 20, 1996
MEOW MIX in Design of Cartoon Cat	2,365,313	July 4, 2000
MEOW MIX in design of Cartoon Cat	1,741,561	December 22, 1992
Cartoon Cat's Head Design	2,468,347	July 10, 2001
TASTES SO GOOD CATS ASK FOR IT BY NAME!	984,625	May 21, 1974
THE ONLY CAT FOOD CATS ASK FOR BY NAME	2,004,697	October 1, 1996

Service Mark

Mark	U.S. Registration Number	Registration Date
MEOW MIX MOBILE DELIVERING THE GREAT TASTE CATS ASK FOR BY NAME! and Design	2,521,864	December 25, 2001

MEOW MIX and Related Marks - Canada

Trademark Registrations

Mark	Registration Number	Registration Date
MEOW MIX	TMA210,808	December 19, 1975
MEOW MIX and Cartoon Cats Design	TMA345,716	September 30, 1988
TASTES SO GOOD CATS ASK FOR IT BY NAME	TMA209,454	September 12, 1975
C'EST SI BON QUE LES CHATS L'APPELLENT PAR SON NOM	TMA311,371	February 14, 1986
Parisian Café Street Scene With Cartoon Cats	TMA526,150	March 30, 2000

ALLEY CAT - U.S.

Mark	U.S. Registration Number	Registration Date
ALLEY CAT	1,359,527	September 10, 1985

ALLEY CAT - Canada

Mark	Registration Number	Registration Date
ALLEY CAT	TMA312,191	March 14, 1986

ADDITIONAL MARKS - Canada

Mark	Registration Number	Registration Date
TASTE AND NUTRITION SO GOOD, CATS ASK FOR IT BY NAME	TMA435,406	November 11, 1994
C'EST SI BON ET NUTRITIF QUE LES CHATS L'APPELENT PAR SON NOM	TMA435,407	November 11, 1994