

03-28-2002

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

RECORD TRA



DEPARTMENT OF COMMERCE Patent and Trademark Office

102033904

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

1. Name of conveying party(ies):

MFM Industries, Inc.

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

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

2. Name and address of receiving party(ies)

Name: MFM Acquisition Corp.

Internal

Address:

Street Address: 3951 West Highway 329

City: Reddick State: FL Zip: 32686

- 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: April 30, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name: Deborah L. Kramm

Internal Address: Holland & Knight LLP

Street Address: 2099 Pennsylvania Avenue, NW Suite 100

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41) \$ 415.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Deborah L. Kramm

Name of Person Signing

Signature

March 23, 2002

Date

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

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

03/27/2002 TDI AZ1 00000136 2126224

01 FC:481 40.00 OP 02 FC:482 375.00 OP

TRADEMARK REEL: 002470 FRAME: 0323

SCHEDULE I

Trademark	Registration No.
KITTY WHITE SCOOP	2,126,224
KITTY WHITE AND DESIGN	1,609,995
KITTY-WHITE	1,218,531
KITTY-WHITE (Supp. Register)	0,934,233
DIAMOND-SORB	2,063,584
DURASORB	1,136,546
CEDAR FRESH	1,859,249
SUPER SCENTED AND DESIGN	1,655,707
SUPER SCENTED	1,522,024
MISCELLANEOUS DESIGN	1,615,100
MISCELLANEOUS DESIGN	1,535,627
LITTER GUARD	1,359,550
LITTER GUARD (Supp. Register)	0,957,498
MIGHTY CAT	1,434,140
TERRA-SEAL AND DESIGN	1,266,742
CINNA-MINT	1,107,470

WAS1 #1066516 v1

TRADEMARK AND PATENT ASSIGNMENT

TRADEMARK AND PATENT ASSIGNMENT (this "Assignment") effective as of April 30, 1997, by MFM Industries, Inc., a Florida corporation (the "Assignor"), to and in favor of MFM Acquisition Corp., a Delaware corporation (the "Assignee").

R E C I T A L S:

WHEREAS, Assignor has adopted, used and is using the registered trademarks listed on Schedule I attached hereto (the "Marks"); and

WHEREAS, Assignor has adopted and is using the patents listed on Schedule II attached hereto (the "Patents") (the Patents and the Marks are collectively referred to herein as the "Intellectual Products"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of April 30, 1997, by and among MFM Industries (Delaware), Inc., a Delaware corporation, Assignee, Assignor, Paddock Park Development, Inc., a Florida corporation, and Whitfield M. Palmer, Jr., pursuant to which Assignor has agreed to transfer all right, title and interest in, to and under the Intellectual Products to Assignee everywhere in the world where Assignor owns rights therein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, subject to the terms and conditions contained in the Purchase Agreement, the parties hereto agree as follows:

1. Assignor hereby assigns, conveys and transfers unto Assignee, its successors and assigns, free and clear of all liens, claims, encumbrances, security interests, liabilities, obligations, charges and equities, all of Assignor's right, title and interest in, to and under the Intellectual Products, including any and all common law rights, together with the goodwill of the business symbolized thereby, and any and all registrations and applications for registration thereof that are or may be secured in the United States or in any other jurisdiction, foreign or domestic, as well as any and all rights to damages or profits due or accrued or arising out of infringement of the Intellectual Products or injury to said goodwill, together with the right to sue for and

recover the same and all of the rights and proceeds of Assignor as licensor of the Intellectual Products under any and all agreements or otherwise.

2. At any time and from time to time after the date hereof, upon the request of Assignee, Assignor agrees to execute, acknowledge and deliver any and all such further assurances, assignments, transfers, conveyances, powers-of-attorney, and other instruments and documents, and take such other actions deemed by Assignee, in good faith, to be necessary or appropriate to effectuate or document the assignments to Assignee set forth herein and Assignee's rights hereunder and ownership of the Intellectual Products.

3. Assignor hereby irrevocably appoints Assignee and its successors and assigns as Assignor's attorney-in-fact, with full power of substitution in the name and stead of Assignor or Assignee, for the benefit of Assignee and its successors and assigns to, from time to time, do any and all such acts and things which Assignee may request Assignor to do in accordance with this Assignment. Assignor hereby declares that the appointment made and the powers granted hereby are coupled with an interest.

4. This Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by an officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:

MFM INDUSTRIES, INC.

By: 

Name: Whitfield M. Palmer, Jr.

Title: Chairman and Chief Executive Officer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of April, 1997, before me personally came Whitfield M. Palmer, Jr., to me known, who, being by me duly sworn, did depose and say that he resides at 3080 Southwest 53rd Street, Ocala, Florida 34474 and that he is the Chairman and Chief Executive Officer of the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.



Notary Public

AZMINA A. SALEH
Notary Public, State of New York
No. 01SA5060999
Qualified in Nassau County
Commission Expires May 28, 1998

[NOTARIAL SEAL]