

07-02-2002

Form PTO-1594
(Rev. 03/01)

RE



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

OMB No. 0651-0027 (exp. 5/31/2002)

102141211

Tab settings

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

1. Name of conveying party(ies):

Pet Life Foods, Inc.

06/24/02

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

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: World Pet LLC

Internal

Address: _____

Street Address: 500 6th St., S.W.

City: Red Bay State: AL Zip: 35582

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

Other Limited Liability Company

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

OFFICE OF PATENT RECORDS
2002 JUN 24 11 10 AM '02
FINANCE SECTION

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 898846

Additional number(s) attached Yes No

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

Name: Oscar L. Alcantara

Internal Address: Goldberg, Kohn, Bell,
Black, Rosenbloom & Moritz

Street Address: 55 East Monroe, Suite 3700

City: Chicago State: IL Zip: 60603

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

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

Oscar L. Alcantara

Name of Person Signing

Signature

6/21/02
Date

Total number of pages including cover sheet, attachments, and document: 4

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

07/01/2002 LNUELLER 00000191 898846

01 FC:481

40.00 OP

TRADEMARK
REEL: 002535 FRAME: 0847

TRADEMARK ASSIGNMENT

WHEREAS, Pet Life Foods, Inc. (the "Assignor"), a corporation organized and existing under the laws of the State of Illinois, has adopted and used and is the sole and exclusive owner of the trademarks and of the applications and registrations therefor listed in Schedule I attached hereto and incorporated herein (all hereinafter collectively referred to as the "Trademarks"), and of all of the goodwill of the business appurtenant thereto;

WHEREAS, World Pet, LLC (the "Assignee"), a limited liability company organized and existing under the laws of the State of Alabama, is acquiring the Trademarks from Assignor pursuant to a Foreclosure Agreement dated as of May 2, 2002 among Assignor, Assignee and LaSalle Business Credit, Inc., a Delaware corporation (the "Foreclosure Agreement"); and

WHEREAS, Assignor wishes to herein memorialize said assignment, transfer and sale of the Trademarks to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred and by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with the entire business to which the marks pertain.

AND, the Assignor hereby warrants and covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.


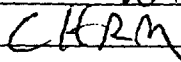
AND, Assignor agrees to execute any instruments and to perform any acts which may be necessary to fully effectuate and record this Assignment.

IN TESTIMONY WHEREOF, the Assignor has caused this assignment to be executed by its duly authorized representative effective this 3rd day of May, 2002.

ATTEST:



PET LIFE FOODS, INC., an Illinois corporation

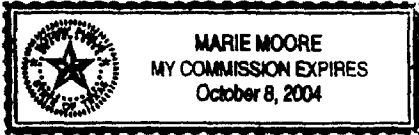
By 
Its 

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Dallas) SS.

I, MARIE MOORE, a Notary Public in and for the County and State aforesaid, do hereby certify that ALAN D. BROWN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free act and deed on behalf of Pet Life Foods, Inc., an Illinois corporation, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 20th day of JUNE, 2002.



Marie Moore
Notary Public

Commission Expires: October 8, 2004

SCHEDULE I TO TRADEMARK ASSIGNMENT

MARK	OWNER	SERIAL NO.	REG. NO.	STATUS
PET LIFE (WORDS ONLY)	Pet Life Foods, Inc.	72- 321933	898846	Renewed