

08-30-2002

IEET

Docket No.:

LY

SOW380/2-1



Tab settings

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, DC 20503, the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sergeant's Pet Products, Inc., a Delaware corporation
ConAgra Limited, a Canadian corporation
ConAgra Brands, Inc., a Nebraska corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (as listed) 8/2/02
 Other _____

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

2. Name and address of receiving party(ies):

Name: James E. Sowell

Internal Address: _____

Street Address: 1601 Elm Street, Third Floor

City: Dallas State: TX ZIP: 75201

Individual(s) citizenship U.S.A.
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 28, 2002

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

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

<u>510,446</u>	<u>513,904</u>	<u>816,443</u>
<u>066,521</u>	<u>964,497</u>	
<u>504,266</u>	<u>533,060</u>	

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

Name: Barry Bumgardner

Internal Address: _____

Street Address: Vinson & Elkins L.L.P., 1001 Fannin St.
Suite 2300

City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved:..... 7

7. Total fee (37 CFR 3.41):.....\$ 190.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
22-0365

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.

Barry Bumgardner
Name of Person Signing

DO NOT USE THIS SPACE

[Signature]
Signature

August 8, 2002
Date

Total number of pages including cover sheet, attachments, and

8

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of March 28, 2002, by and among **Sergeant's Pet Products, Inc.**, a Delaware corporation formerly known as **ConAgra Pet Products Company** with a principal place of business at One ConAgra Drive, Omaha, Nebraska 68102, **ConAgra Limited**, a Canadian corporation, with its principal place of business at Suite 5300 Commerce Court West, Toronto, Ontario M5L 1B9, and **ConAgra Brands, Inc.**, a Nebraska corporation, with a principal place of business at One ConAgra Drive, Omaha, Nebraska (collectively, "Assignors"), and **James E. Sowell** ("Assignee"), an individual, with a principal place of business at 1601 Elm Street, Third Floor, Thanksgiving Tower, Dallas, Texas 75201.

WHEREAS, Assignors are, to the extent set forth in that certain Assignment and Assumption Agreement of even date, the owners of all right, title, and interest in the trademarks and service marks, and their respective applications and registrations, listed on Schedule A (hereinafter collectively referred to as the "Marks"), and Assignee is desirous of obtaining the Marks;

NOW, THEREFORE, in consideration of the payment of ten U.S. dollars (\$10) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

Assignors hereby sell, transfer, convey, assign, and deliver to Assignee, and Assignee hereby accepts, all right, title, and interest, if any, in and to all of the Marks, throughout the world, all foreign and domestic registrations of the Marks, and any applications to register the Marks, together with the goodwill of the business symbolized by the Marks, including, without limitation, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

ASSIGNORS:

SERGEANT'S PET PRODUCTS, INC.

By: John B. Bullock
Name: John B. Bullock
Title: Vice President Strategy & Business Development, ConAgra Food Ingredients
CONAGRA LIMITED

ASSIGNEE:

[Signature]
JAMES E. SOWELL

By: John B. Bullock
Name: John B. Bullock
Title: Vice President Strategy & Business Development, ConAgra Food Ingredients
CONAGRA BRANDS, INC.

By: John B. Bullock
Name: John B. Bullock
Title: Vice President Strategy & Business Development, ConAgra Food Ingredients

STATE OF Nebraska §

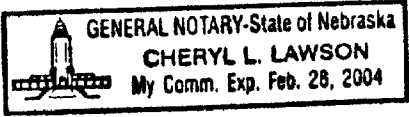
COUNTY OF Douglas §

On this 27 day of March, 2002, before me personally appeared John B. Bullock of Sergeant's Pet Products, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Trademark Assignment, and acknowledged to me that he executed it for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

Cheryl L. Lawson
Notary Public in and for the
State of Nebraska

[SEAL]



STATE OF Nebraska §

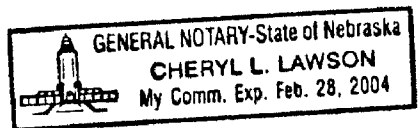
COUNTY OF Douglas §

On this 27 day of March, 2002, before me personally appeared John B. Bullock of ConAgra Limited, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Trademark Assignment, and acknowledged to me that he executed it for the purposes therein expressed.

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Cheryl L. Lawson
Notary Public in and for the
State of Nebraska

[SEAL]



SCHEDULE A

U.S./FOREIGN TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Re./Appln. No.</u>
Canada	SERGEANT'S	40087
Chile	SERGEANT'S	524,262
Denmark	SERGEANT'S	758 1969
Dominican Republic	SERGEANT'S	32127
Ecuador	SERGEANT'S	2763-95
El Salvador	SERGEANT'S	176 BOOK 58
Finland	SERGEANT'S	55506
Finland	SERGEANT'S Design	55453
France	SERGEANT'S	1447550
Germany	SERGEANT'S & Design	865371
Germany	SERGEANT'S	860422
Greece	SERGEANT'S	40496
Greece	SERGEANT'S & Design	40495
Guatemala	SERGEANT'S	29026/227/73
Honduras	SERGEANT'S	25177
Hong Kong	SERGEANT'S	69/75
Hong Kong	SERGEANT'S	70/1975
Ireland	SERGEANT'S & Design	B117800
Italy	SERGEANT'S	635018
Italy	SERGEANT'S	RM98C002785
Italy	SERGEANT'S	793994
Jamaica	SERGEANT'S	10947
Jamaica	SERGEANT'S	10961
Japan	SERGEANT'S (IN KATAKANA)	2481409
Japan	SERGEANT'S	2481408

<u>Country</u>	<u>Mark</u>	<u>Re./Appln. No.</u>
Japan	SERGEANT'S & Design (IN KATAKANA)	2125018
Japan	SERGEANT'S	2269321
Japan	SERGEANT'S (IN KATAKANA)	2269322
Lebanon	SERGEANT'S	52769
Mexico	SERGEANT'S	441756
Mexico	SERGEANT'S	437152
Mexico	SERGEANT'S	441387
Mexico	SERGEANT'S	437151
Mexico	SERGEANT'S	454614
Netherlands Antilles	SERGEANT'S	10523
New Zealand	SERGEANT'S	B104929
Panama	SERGEANT'S	22597
Puerto Rico	SERGEANT'S	18,761
Singapore	SERGEANT'S	B67655
Singapore	SERGEANT'S Design	B67656
Singapore	SERGEANT'S SENTRY IV	67170
Spain	SERGEANT'S	576,466
Spain	SERGEANT'S Design	571,237
Spain	SERGEANT'S	571,236
Sweden	SERGEANT'S	126795
Taiwan	SERGEANT'S	67900
Taiwan	SERGEANT'S	869950
Taiwan	SERGEANT'S IN MANDARIN	426061
Taiwan	SERGEANT'S IN MANDARIN	423409
Taiwan	SERGEANT'S	862963
Taiwan	SERGEANT'S	867987
Taiwan	SERGEANT'S	873032

<u>Country</u>	<u>Mark</u>	<u>Re./Appl. No.</u>
Taiwan	SERGEANT'S	873998
United Kingdom	SERGEANT'S & Design	1244011
United States	SERGEANT'S Design	510,446
United States	SERGEANT'S	066,521
United States	SERGEANT'S	504,266
United States	SERGEANT'S	513,994
United States	SERGEANT'S	964,497
United States	SERGEANT'S	533,069
United States	SERGEANT'S	816,443
Venezuela	SERGEANT'S	13024