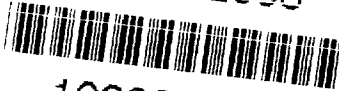


01-13-2003



102335085
TRADEMARKS

1-1303

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

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):
Pillar Corporation

1-13-03

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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: 12/31/02

2. Name and address of receiving party(ies)

Name: Pillar Induction Company, LLC

Internal Address: 55 E. Monroe Street, Suite 3700

Street Address: 55 E. Monroe Street, Suite 370

City: Chicago State: IL Zip: 60603

- 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

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

A. Trademark Application No.(s) See attached Schedule

B. Trademark Registration No.(s) See attached Schedule

Additional number(s) attached Yes No

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

Name: _____

RETURN TO:
FEDERAL RESEARCH CORP
1500 15th STREET NW
SUITE 920
WASHINGTON DC 20005

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

01/14/2003 DBYRNE 00000003 1245528
01 FC:852 Michael L. Whitchurch 40.00 DP
02 FC:852 Name of Person 325.00 DP

Signature

1/9/03

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

Refund Ref: 01/14/2003 DBYRNE 0000123600 \$25.00
CHECK Refund Total:

REGISTERED TRADEMARKS

Mark ¹	Country	Reg. No./Appl. No.	Reg. Date	Next Action Due
PILLAR	China	1,245,528	02/07/1999	02/06/2009
PILLAR	China	1,223,024	11/14/1998	11/13/2008
PILLAR	China	1,108,786	09/21/1997	09/20/2009
PILLAR ²	India	436,734	N/A	N/A
PILLAR ³	Mexico	528,143	08/09/1996	10/16/2005
PILLAR ⁴	United Kingdom	1,029,658	05/17/1974	N/A -- Inactive
PILLAR	United States	1,713,144	09/08/1992	09/08/2002 ⁵ (grace period deadline of 03/08/2003)
PILLAR	United States	1,024,109	11/04/1975	11/04/2005
PILLAR (Chinese Characters)	China	1,245,526	02/07/1999	02/06/2009
PILLAR (Chinese Characters)	China	1,223,025	11/14/1998	11/13/2008
PILLAR (Chinese Characters)	China	1,108,787	09/21/1997	09/20/2007

¹ Seller has entered a Co-Existence Agreement, dated November 27, 2000, in relation to the PILLAR mark and Pillar Logo worldwide with Hyperion Solutions Corporation and its HYPERION PILLAR mark. In addition, Illinois Tool Works Inc. has the worldwide right to use the PILLAR mark pursuant to a Consent Agreement, dated October 30, 1998.

² It appears that a registration has issued for this mark in India, however, it is unclear whether certain renewal fees have been paid, with the possible result that the registration has lapsed.

³ In addition, a third party may be infringing the PILLAR mark and the Pillar Logo in Mexico, however, Seller has never initiated an action against such third party.

⁴ This registration is no longer active.

⁵ It is uncertain whether a renewal application was timely filed for this registration, however, Seller may file a grace period renewal application by March 8, 2003.

MXE212241

Mark	Country	Reg. No./Appl. No.	Reg. Date	Next Action Due
Pillar Logo	China	1,245,527	02/07/1999	02/06/1999
Pillar Logo	China	1,223,023	11/14/1998	11/13/2008
Pillar Logo	China	1,108,817	09/21/1997	09/20/2007
Pillar Logo	United Kingdom	1,029,626	05/17/1974	05/17/2005
Pillar Logo	United States	1,039,572	03/18/1976	05/18/2006

10058.1

TRADEMARK ASSIGNMENT

WHEREAS, PILLAR CORPORATION (the "Assignor"), a corporation organized and existing under the laws of the State of Delaware, 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, PILLAR INDUCTION COMPANY, LLC (the "Assignee"), a limited liability company organized and existing under the laws of the State of Delaware, is acquiring the Trademarks from Assignor pursuant to a Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"); and

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

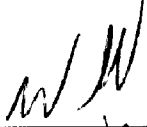
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred and by these presents does sell, assign and transfer 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 31 day of December, 2002.

PILLAR CORPORATION

By 
Its President

SCHEDULE I TO TRADEMARK ASSIGNMENT

REGISTERED TRADEMARKS

Mark ¹	Country	Reg. No./Appl. No.	Reg. Date	Next Action Due
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PILLAR	China	1,223,024	11/14/1998	11/13/2008
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- ¹ Seller has entered a Co-Existence Agreement, dated November 27, 2000, in relation to the PILLAR mark and Pillar Logo worldwide with Hyperion Solutions Corporation and its HYPERION PILLAR mark. In addition, Illinois Tool Works Inc. has the worldwide right to use the PILLAR mark pursuant to a Consent Agreement, dated October 30, 1998.
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- ³ In addition, a third party may be infringing the PILLAR mark and the Pillar Logo in Mexico, however, Seller has never initiated an action against such third party.
- ⁴ This registration is no longer active.
- ⁵ It is uncertain whether a renewal application was timely filed for this registration, however, Seller may file a grace period renewal application by March 8, 2003.

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Mark	Country	Reg. No./Appl. No.	Reg. Date	Next Action Due
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Pillar Logo	China	1,108,817	09/21/1997	09/20/2007
Pillar Logo	United Kingdom	1,029,626	05/17/1974	05/17/2005
Pillar Logo	United States	1,039,572	05/18/1976	05/18/2006

MARK 10056.1

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, CATHY MCGILL, a Notary Public in and for the County and State aforesaid, do hereby certify that MARK SKIBA, 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 31st day of DEC., 2002.

Cathy McGill

Notary Public

Commission Expires: 11/13/05

