

01-17-2003

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE



102341127

To the Honorable Commissioner

original documents or copy thereof.

1. Name of conveying party(ies):

Roccorp, Inc.

12-23-02

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

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

3. Nature of conveyance:

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

Execution Date: October 17, 2002

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

Name: Boss Pet Products, Inc.

Internal Address: _____

Street Address: 221 First Street

City: Kewanee State: IL Zip: 61443

- 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

OFFICE OF TRADEMARK RECORDS
DEC 23 11 11 AM '02
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

✓ 1,532,621; 1,544,454 and 1,797,463

Additional numbers attached: Yes No

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

Name: Dennis M. McWilliams

Internal Address: Lee, Mann, Smith, McWilliams, Sweeney & Ohlson

Street Address: P.O. Box 2786

City: Chicago State: Illinois Zip: 60690-2786

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 12-0913

(Attach duplicate copy of this form if paying by deposit account.)

DO NOT USE THIS SPACE

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.

Dennis M. McWilliams

Name of Person Signing

Dennis McWilliams

Signature

12-17-02

Date

Total number of pages comprising cover sheet 2

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

01/17/2003 GT0N11 00000040 1532621

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 002651 FRAME: 0544

ASSIGNMENT

WHEREAS, Rocco, Inc., a corporation of Ohio, having a principal place of business at 1113 Industrial Parkway N, Brunswick, Ohio, has adopted, used and is the owner of the following trademarks and trademark registrations:

<u>Mark</u>	<u>Registration No.</u>	<u>Registered</u>
SILENT FORCE	1,532,621	April 4, 1989
PRESTIGE	1,544,454	June 20, 1989
ALOE CARE	1,797,463	October 12, 1993

WHEREAS, Boss Pet Products, Inc., a Delaware corporation, having an office and principal place of business at 221 West First Street, Kewanee, Illinois, has acquired the pet restraint, shampoo and chemical portion of Rocco's business as well as all of the right, title and interest, in and to afore-mentioned trademarks, U.S. Trademark Registration Nos. 1,532,621, 1,544,454 and 1,797,463.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Rocco, Inc. does hereby assign and transfer unto Boss Pet Products, Inc. its entire right, title and interest in and to the above trademarks and registrations, together with the goodwill of the business connected with the use of said trademarks as well as the right to sue for infringement thereof, past and future.

IN WITNESS WHEREOF, William E. Donze has executed this Assignment effective as of the 17th day of October, 2002.

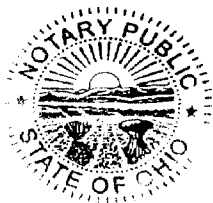
William E. Donze

William E. Donze,
President,
Rocco, Inc.

NOTARIAL ACKNOWLEDGMENT

I hereby certify that William E. Donze, whose name appears above, personally appeared before me this day and acknowledged that he signed, sealed and delivered the said instrument pursuant to authority given him as the free and voluntary act for the uses and purposes herein set forth. Given under my hand and notarial seal this 12 day of December, 2002.

Notary Public *Judith A. O'Neill*



JUDITH A. O'NEILL
Notary Public, State of Ohio
My Commission Expires Jan. 30, 2007