

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THREE DOG BAKERY, INC.		06/17/2004	CORPORATION: MISSOURI

RECEIVING PARTY DATA	
Name:	THREE DOG BAKERY, INC.
Street Address:	1843 N. Topping Ave.
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64120
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Serial Number:	78375704	HOME FOR THE HOLIDOGS
Serial Number:	76476741	BONE TO BE WILD
Serial Number:	76476729	JAVA HOUND
Serial Number:	76476728	REGIMEN
Serial Number:	76432888	FULLY-COOKED VETERINARY MEALS BY THREE DOG BAKERY
Serial Number:	76476727	REGIMENRX
Serial Number:	76334196	REGULATED DIET
Serial Number:	76168555	DOGS RULE
Serial Number:	76476744	CAROBATIERS
Serial Number:	76219444	BEAGLE BAGELS
Serial Number:	76510643	BARK'N BAKE OVEN
Serial Number:	76510532	FETCH IT! STICKS
Serial Number:	76482712	JOE'S TO GO! FOOD & TREATS FOR DOGS NATURAL RECIPE
Serial Number:	76481651	LICK'NCRUNCH!

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Serial Number:	76461041	IT'S NOT PET FOOD, IT'S FOOD FOR PETS!
Serial Number:	76427980	VETERINARY MEALS
Registration Number:	2567033	WE PITY THE KITTIES
Registration Number:	2490486	DOTTIE'S DIPPED DELIGHTS
Registration Number:	2204009	BARK 'N FETCH
Registration Number:	2192380	HARLEQUIN HEARTS
Registration Number:	2481545	ITTY BITTY BAGELS
Registration Number:	2467206	ITTY BITTY SCARY KITTIES
Registration Number:	2542926	TUMMY RUB CLUB
Registration Number:	2471083	ITTY BITTY BONES
Registration Number:	2373039	DOTTIE'S SPOTS
Registration Number:	2363209	LICKETY-SPLIT
Registration Number:	2363797	BAKERY BLEND
Registration Number:	2081693	DOGALOG
Registration Number:	2081409	THREE DOG BAKERY
Registration Number:	1971349	THREE DOG BAKERY A BAKERY FOR DOGS
Registration Number:	2021727	THREE DOG BAKERY A BAKERY FOR DOGS
Registration Number:	1976440	BIG SCARY KITTIES
Registration Number:	1976436	PUPCAKES
Registration Number:	1978181	JUMP 'N SIT BITS
Registration Number:	2535404	NATURE'S REWARDS
Registration Number:	2749639	ENTRÉE FOR DOGS
Registration Number:	2674991	ROLLOVERS

CORRESPONDENCE DATA

Fax Number: (816)474-9057
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 816-474-9050
Email: klg@hoveywilliams.com
Correspondent Name: HOVEY WILLIAMS LLP
Address Line 1: 2405 Grand Blvd.
Address Line 2: Suite 400
Address Line 4: Kansas City, MISSOURI 64108

ATTORNEY DOCKET NUMBER:	1003.000
NAME OF SUBMITTER:	Thomas H. Van Hoozer

Total Attachments: 2

TRADEMARK
REEL: 002875 FRAME: 0933

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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, Three Dog Bakery, Inc., a Missouri corporation with offices at 1843 North Topping, Kansas City, MO 64120 (the "Assignor") owns, is using, and has a *bona fide* intent to use, the trademarks and service marks identified on Schedule A attached hereto (the "Marks"), and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office, and other foreign trademark offices, and common law trademarks and service marks, identified on Schedule A; and

WHEREAS, Assignor entered into that certain Debenture Purchase Agreement, dated July 30, 2003, as amended as of October 1, 2003, among it and the purchasers therein (the "Debenture Purchase Agreement");

WHEREAS, contemporaneously with the Debenture Purchase Agreement, the Assignor entered into that certain Security Agreement, dated July 30, 2003, with Kansas City Equity Partners II, L.P., as agent for the purchasers under the Debenture Purchase Agreement (the "Security Agreement"), which Security Agreement secured all of the assets of the Assignor against obligations evidenced by the Debentures issued pursuant to the Debenture Purchase Agreement (the "Debentures");

WHEREAS, as of December 31, 2003, the purchasers party to the Debenture Purchase Agreement, transferred the obligations evidenced by the Debentures, among other consideration, to Three Dog Bakery, Inc., a Delaware corporation with offices at 1843 North Topping, Kansas City, MO 64120 (the "Assignee") in consideration for securities of the Assignee;

WHEREAS, the parties hereto acknowledge that an Event of Noncompliance (as defined in the Debenture Purchase Agreement) has occurred pursuant to Section 8.1(f) of the Debenture Purchase Agreement;

WHEREAS, as a result of the Event of Noncompliance, the Assignee seeks to exercise its rights and remedies pursuant to Section 8.2(c) of the Debenture Purchase Agreement and the Security Agreement;

WHEREAS, through a Bill of Sale and Assignment and Assumption Agreement dated December 31, 2003 delivered by the Assignor to the Assignee, the Assignee seeks to exercise such remedies by engaging in a strict foreclosure on the assets of Assignor in accordance with Chapter 400 of the Missouri Revised Statutes (Article IX of the Uniform Commercial Code as adopted by the State of Missouri) in full satisfaction, surrender and discharge of obligations of Assignor to Assignee (the "Foreclosure");

NOW, THEREFORE, pursuant to the Foreclosure, the Assignor does hereby (A) assign, convey and transfer to the Assignee all right, title, interest, ownership, and subsidiary rights, if any, in and to the Marks, together with (i) the registration of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and registrations thereof, (iii) together with the portion of the business of Assignor to which the


Marks pertain to the extent that that business is ongoing and existing, with the understanding, that by the execution of this Assignment, Assignee assumes all liabilities in connection with the Marks, including, but without limitation thereto, the further prosecution of those intent-to-use applications for registration of the Marks listed on Schedule A appended hereto, and (iv) the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to the Assignee hereunder and all other rights corresponding thereto throughout the world.

The Assignor shall, at the request of the Assignee, sign all documentation, including confirmatory trademark assignments and conveyances, testify in all proceedings, make lawful oaths and generally use reasonable efforts to aid the Assignee, its successors, assigns and nominees, in obtaining, perfecting and enforcing all rights from the Assignor and in recording title to the Marks transferred herein in each jurisdiction where such Marks are used or are registered or where applications to register such Marks are pending.

WHEREAS the parties hereby agree that this Assignment shall be governed by and construed in accordance with the laws of Delaware and that exclusive jurisdiction shall reside in the courts of Delaware without reference to its principles of conflict of law.

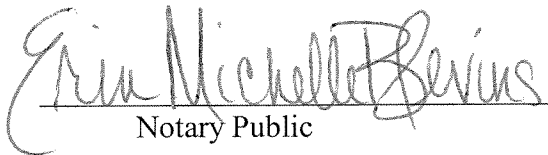
IN WITNESS WHEREOF, the Assignor, by its/their duly authorized officer, have executed this assignment, as an instrument under seal, on the 17th day of June, 2004, nunc pro tunc as of the 6th day of January, 2004, to be effective from said latter date.

THREE DOG BAKERY, INC., a Missouri corporation

By: 
Gary Fenton
Vice President and CFO

*State of Missouri
County of Jackson*

SUBSCRIBED AND SWORN to before
me this 17th day of June, 2004.


Notary Public

My commission expires: 6/10/2006

