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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

1. Name of conveying party(ies):

BRUCE OPERATING COMPANY, INC.

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

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

2. Name and address of receiving party(ies)

Name: CATTERTON PARTNERS V, LP

Internal Address:

Street Address: 7 GREENWICH OFFICE PARK SUITE 200 599 PUTNAM AVE City: GREENWICH State: CT Zip: 06830

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached Yes No

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

Name:

Return To National Corporate Research, LTD. 225 W. 34th St., Suite 910 New York, N.Y. 10122 (800) 221-0102 (212) 947-7200

City: State: Zip:

6. Total number of applications and registrations involved: 44

7. Total fee (37 CFR 3.41): \$ 1,115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page 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.

Name of Person Signing

LIAD WEIZMAN Signature

Date

JANUARY 21, 2004

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

01/26/2004 LNUELLER 00000063 2162656

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

01 FC:8521 02 FC:8522

40.00 DP 1075.00 DP

TRADEMARK REEL: 002900 FRAME: 0954

SCHEDULE A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS, SERVICE MARKS)

Country/ State	Word Mark (Description of mark in words only)	Mark	Interna- tional Class	App. No.	Reg. No.	App. Date	Reg. Date
U.S.	AMY'S HOMESTYLE DOG BISCUITS	AMY'S HOMESTYLE DOG BISCUITS	31		2162656	7/22/96	6/2/98
U.S.	AU-BON-DOG	AU-BON-DOG	31		2182113	5/13/97	8/18/98
U.S.	AU BON DOG & DESIGN		31		1394270		5/20/86
U.S.	AUSTIN'S	AUSTIN'S	31		1272047	3/27/81	3/27/84
U.S.	BEEFY BONE	BEEFY BONE	31		2735881	2/23/01	7/15/03
U.S.	BENTLEY'S BEST (and design)		31		2109473	4/13/95	10/28/97
U.S.	BENTLEY'S BEST	BENTLEY'S BEST	31		1968315	4/13/95	4/16/96
U.S.	BITZ DOG TRAINING TREATS (and design)		31		2151136	6/26/95	4/14/98
U.S.	CHAR-TAR	CHAR-TAR	31		2640654	12/18/00	10/22/02
U.S.	CHEW FLIPS	CHEW FLIPS	31		1487028	6/22/87	5/3/88
U.S.	CHICK'N CHEDDA	CHICK'N CHEDDA	31		2568671	12/27/00	5/7/02
U.S.	CHIPCOOKIES FOR DOGS (and design)		31		2169856	6/26/95	6/30/98
U.S.	COUCH POTATO	COUCH POTATO	31		2632942	12/18/00	10/8/02
U.S.	FAITHFUL FRIENDS	FAITHFUL FRIENDS	31		2284080	3/13/98	10/5/99
U.S.	GIMME A KISS	GIMME A KISS	31		2786952	1/25/01	11/25/03
U.S.	JUST VEGG'N	JUST VEGG'N	31		2632943	12/18/00	10/8/02
U.S.	LIV'R' CRUNCH	LIV'R' CRUNCH	31		2000775	3/8/95	9/17/96
U.S.	MEATIES	MEATIES	31		2243779	9/22/97	5/4/99
U.S.	MINISNACKS ASSORTED DOG BISCUITS (and design)		31		2084566	6/26/95	7/29/97
U.S.	MOTHER'S FINEST	MOTHER'S FINEST	31		2747000	10/25/02	8/5/03
U.S.	NEURA	NEURA	31		1407881	1/27/86	9/2/86
U.S.	NEURA 95 (stylized)		31		2034479	6/26/95	1/28/97
U.S.	NEURA BAKED (stylized)		31		2445113	6/8/99	4/17/01
U.S.	NEURA BAKED (and design)		31		2034478	6/26/95	1/28/97
U.S.	NEURA MEATS (and design)		31		2520930	10/21/99	12/18/01
U.S.	OLD MOTHER HUBBARD (and design)		31		2005062	11/23/94	10/1/96
U.S.	OLD MOTHER HUBBARD (and design)		31		2032715	11/23/94	1/21/97
U.S.	OLD MOTHER	OLD MOTHER	31		1181414	3/30/81	12/8/81

	HUBBARD	HUBBARD					
U.S.	OLD MOTHER HUBBARD BITZ	OLD MOTHER HUBBARD BITZ	31		2005061	11/23/94	10/1/96
U.S.	OLD MOTHER HUBBARD JERKKY CHIPS (and design)		31		2267610	5/13/97	8/3/99
U.S.	P-NUTTIER	P-NUTTIER	31		1867750	5/28/93	12/13/94
U.S.	P-NUTTY	P-NUTTY	31		2211962	1/3/97	12/15/98
U.S.	SAVORY SELECTIONS OLD MOTHER HUBBARD (and design)		31		2246217	6/26/98	5/18/99
U.S.	SAVORY SLICES OLD MOTHER HUBBARD (and design)		31		2246218	6/26/98	5/18/99
U.S.	SCOTTIE BRAND (and design)		31		1334583	2/29/84	5/7/85
U.S.	SUPER5MIX	SUPER5MIX	31		2639407	1/17/02	10/22/02
U.S.	UNCONDITIONAL LOVE. UNCOMPROMISING NUTRITION.	UNCONDITIONA L LOVE. UNCOMPROMISI NG NUTRITION.	5, 31		2698458	2/23/01	3/18/03
U.S.	WELLBAR	WELLBAR	31		2664033	7/6/00	12/17/02
U.S.	WELLNESS	WELLNESS	5		2457978	12/18/98	6/5/01
U.S.	WELLNESS (and design)		5		2425652	12/18/98	1/30/01
U.S.	WELLNESS (and design)		31		2349101	7/29/98	5/9/00
U.S.	WELLNESS	WELLNESS	31		2263784	4/30/98	7/20/99
U.S.	WELLNESS SUPER5MIX	WELLNESS SUPER5MIX	31		2322461	7/29/98	2/22/00
U.S.	NEURA FORMULA 100	NEURA FORMULA 100	31		1719572	2/11/91	9/22/92

NOTICE OF ASSIGNMENT FOR SECURITY

(Trademarks)

WHEREAS, BRYCE OPERATING COMPANY, INC. (the "**Assignor**") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated as of January 20, 2004 (the "**Security Agreement**") in favor of Catterton Partners V, LP (the "**Assignee**"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and restrictions thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (all of the foregoing collectively, the "**Collateral**"), to secure the payment, performance and observance of the Obligations (as defined in the Term Loan and Security Agreement dated as of January 20, 2004 among the Assignor, as borrower, the institutions or investors that are parties from time to time as lenders thereof, the Assignee, as agent, and Bryce Holdings Company, Inc. (to be renamed "The Wellness Pet Food Holdings Company, Inc.")).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature On Following Page]

IN WITNESS WHEREOF, the Assignor has caused this Notice of Assignment for Security to be duly executed by its officer thereunto duly authorized as of January 19, 2004.

BRYCE OPERATING COMPANY, INC.

By: Mark C. Olsen

Name: Mark Olsen

Title: Chief Financial Officer

Massachusetts

STATE OF ~~CONNECTICUT~~)
 Middlesex) ss.:
COUNTY OF ~~FAIRFIELD~~)

On this 19th day of January, 2004, before me personally came Mark Olsen, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the CEO of BRYCE OPERATING COMPANY, INC., a Delaware corporation, and that he executed the foregoing instrument in the name of such corporation and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

Notary Public



June M. Ramey
NOTARY PUBLIC
My commission expires Oct. 23, 2009