

2/9/04

02-11-2004

Form PTO-1594 (Rev. 10/02)

RE



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

OMB No. 0651-0027 (exp. 6/30/2005)

102667351

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):

Allied Foods, LLC

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

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

2. Name and address of receiving party(ies)

Name: Simmons Allied Pet Food, Inc.

Internal Address:

Street Address: 601 N. Hico

Siloam City: Springs State: AR Zip: 72761

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

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

Execution Date: January 5, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

702,658

Additional number(s) attached Yes No

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

Name: Keisling Pieper & Scott PLC

Internal Address:

Street Address: Bank of America Plaza

1 East Center Street, Suite 217

City: Fayetteville State: AR Zip: 72701

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$40.00

- 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.

David B. Pieper, Reg. No. 42,998

Name of Person Signing

Signature

Date

2/5/04

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

2

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

TRADEMARK REEL: 002911 FRAME: 0418

TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT

This Trademark and Service Mark Assignment Agreement ("Agreement") is made by and between ALLIED FOODS, LLC ("Assignor") and SIMMONS ALLIED PET FOOD, INC.. ("Assignee") this 5th day of January, 2004, pursuant to that certain Asset Purchase Agreement December 3, 2003, between Assignor and Assignee, as assignee of Simmons Foods, Inc., an Arkansas corporation. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign to Assignee all right, title, and interest in and to Assignor's trademarks and service marks and all registrations thereof and pending applications therefor (and all goodwill connected or associated therewith), as more fully set forth in Schedule "A" hereto (the "Assigned Marks");

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the sufficiency of which are hereby acknowledged, subject to and incorporating by reference all rights and obligations set forth in the Asset Purchase Agreement, the parties hereby agree as follows:

Assignment: Assignor hereby assigns to Assignee all right, title, and interest in and to the Assigned Marks, including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding.

IN WITNESS WHEREOF, the Assignor has entered into this Agreement as of the date written above.

ALLIED FOODS, LLC.

By: 
Ronald S. Kirschner, President

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