

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Pet Products, L.L.C.		08/26/2004	LTD LIAB JT ST CO: VIRGINIA

RECEIVING PARTY DATA	
Name:	Societe des Produits Nestle S. A.
Street Address:	Case Postale 353
Internal Address:	Intellectual Property Group
City:	Vevey
State/Country:	SWITZERLAND
Postal Code:	1800
Entity Type:	Societe Anonyme: SWITZERLAND

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76485175	YOUR PETS, OUR PASSION

CORRESPONDENCE DATA	
Fax Number:	(314)982-1613
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-982-4081
Email:	sbrankovic@purina.com
Correspondent Name:	Bonnie S. Sparks
Address Line 1:	Checkerboard Square
Address Line 2:	Intellectual Property Group - 11T
Address Line 4:	St. Louis, MISSOURI 63164

ATTORNEY DOCKET NUMBER:	YPOP ASSIGNMENT
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DOMESTIC REPRESENTATIVE	
Name:	Nestle Purina PetCare Company
Address Line 1:	Checkerboard Square
Address Line 2:	Intellectual Property Group - 11T

OP \$40.00 76485175

Address Line 4: St. Louis, MISSOURI 63164

NAME OF SUBMITTER:

Stacy B. Brankovic

Total Attachments: 3

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## ASSIGNMENT

This ASSIGNMENT from PREMIER PET PRODUCTS, LLC, a limited liability company organized and existing under the laws of the Commonwealth of Virginia ("Assignor"), to SOCIETE DES PRODUITS NESTLÉ S.A., a corporation organized and existing under the laws of Switzerland ("Assignee"), is entered into and effective as of the date first written below.

### WITNESSETH

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademark YOUR PETS, OUR PASSION, including the goodwill of the business in connection with which the marks are used and which is symbolized by the marks and the following trademark application ( the "Mark"):

Mark	Serial Number
YOUR PETS, OUR PASSION	76/485,175

WHEREAS, Assignee desires to acquire from Assignor, and Assignor is willing to assign to Assignee, any and all of Assignor's right, title and interest in and to the Mark, including the goodwill of the business in connection with which the Marks are used and which is symbolized by the Mark, together with the right to recover for any past, present and future infringements and violations thereof;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, the

entire right, title and interest in and to the Mark, including the trademark application therefor and the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, together with the right to recover for past, present and future infringements and violations thereof.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, it and its legal representatives and assigns shall undertake all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for maintaining, renewing or enforcing the trademark applications for the Mark and any resulting registrations.

Contemporaneously with the execution of this Assignment, Assignee will pay to Assignor the sum set forth in Exhibit A, which is incorporated in and made a part hereof, including the attachment (1) thereto.

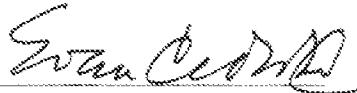
Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

This Assignment shall inure to the benefit of Assignee and its successors, assigns, and legal representatives, and shall be binding upon Assignor and its officers, employees, successors, assigns, related entities, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this  
Assignment, through a duly authorized representative, on the date(s) set forth below.

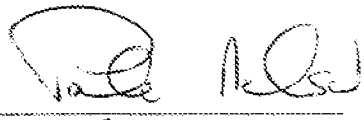
PREMIER PET PRODUCTS, L.L.C.

Dated: August 26, 2004

By:   
Name: Evan C. Wooton  
Title: President

SOCIETE DES PRODUITS NESTLÉ S.A.,

Dated: August 25, 2004

By:   
Name: PAULA NELSON  
Title: Authorized Signatory