

04-27-2004



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

102730064

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.

4-23-04

1. Name of conveying party(ies): Old Mother Hubbard Dog Food Co., Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Massachusetts 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: January 20, 2004

2. Name and address of receiving party(ies)

Name: Bryce Operating Company, Inc. Internal Address:

Street Address: 80 Rogers Street

City: Lowell State: MA Zip: 01853

- 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

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

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule B

Additional number(s) attached Yes No

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

Name: Brian M. Dingman, Esq.

Internal Address:

Mirick, O'Connell, DeMallie & Lougee

Street Address: 1700 West Park Drive

City: Westborough State: MA Zip: 01581

6. Total number of applications and registrations involved: 61

7. Total fee (37 CFR 3.41): \$1,540

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1582

(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.

Brian M. Dingman

Name of Person Signing

Signature

3/25/04

Date

04/26/2004 DBYRNE 00000069 76566975

Total number of pages including cover sheet, attachments, and document: 24

01 FC:8521 02 FC:8522

40.00 documents to be recorded with required cover sheet information to: 1500.00 Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002950 FRAME: 0960

Schedule A  
to Recordation Cover Sheet  
for Old Mother Hubbard, Inc. Trademark Applications

1. 76/566975
2. 76/215510
3. 76/566972
4. 76/502894
5. 76/418765
6. 76/496482
7. 76/423268
8. 76/566973
9. 76/423259
10. 76/502898
11. 76/519032
12. 76/502801
13. 76/383952
14. 76/423260
15. 76/519034
16. 76/502896
17. 76/502892

Schedule B  
to Recordation Cover Sheet  
for Old Mother Hubbard, Inc. Trademark Registrations

1. 2,162,656
2. 1,394,270
3. 2,182,113
4. 1,272,047
5. 2,735,881
6. 2,109,473
7. 1,968,315
8. 2,151,136
9. 2,640,654
10. 1,487,028
11. 2,568,671
12. 2,169,856
13. 2,632,942
14. 2,284,080
15. 2,786,952
16. 2,632,943
17. 2,000,775
18. 2,243,779
19. 2,084,566
20. 2,747,000
21. 1,407,881
22. 2,034,479
23. 2,445,113

24. 2,034,478  
25. 1,719,572  
26. 2,520,930  
27. 2,005,062  
28. 2,032,715  
29. 1,181,414  
30. 2,005,061  
31. 2,267,610  
32. 1,867,750  
33. 2,211,962  
34. 2,246,217  
35. 2,246,218  
36. 1,334,583  
37. 2,639,407  
38. 2,698,458  
39. 2,664,033  
40. 2,457,978  
41. 2,425,652  
42. 2,349,101  
43. 2,263,784  
44. 2,322,461

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "IP Assignment Agreement") is made as of January 20, 2004 by and between Old Mother Hubbard Dog Food Company, Inc., a Massachusetts corporation (the "Assignor"), and Bryce Operating Company, Inc., a Delaware corporation (the "Assignee").

**RECITALS**

A. The Assignor and the Assignee, among others, have entered into an Asset Contribution Agreement dated as of December 19, 2003 (the "Asset Contribution Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Contribution Agreement.

B. Pursuant to the Asset Contribution Agreement, the Assignor desires to contribute, transfer, assign, convey and deliver to the Assignee all of the Assignor's right, title, and interest in and to all of the Intellectual Property (including all goodwill associated therewith) used or held for use in, related to or necessary for the conduct of the Business (the "Contributed Intellectual Property"), including, without limitation, the name "Old Mother Hubbard", the trade secrets of the Assignor relating to the recipes for and ingredients used by the Assignor in any of its products and the Registered Intellectual Property and Contributor IP Agreements listed on Schedule 4.25(a) to the Asset Contribution Agreement, a copy of which is attached hereto as Annex A.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Assignee to consummate the Transactions, it is agreed as follows:

1. The Assignor does hereby contribute, transfer, assign, convey and deliver to the Assignee all of the Assignor's right, title, and interest in and to the Contributed Intellectual Property, together with the goodwill of the Business pertaining thereto, the same to be held by the Assignee for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this IP Assignment Agreement and contribution had not been made, together with all claims for damages by reason of past, present and future infringements of the Contributed Intellectual Property, along with the right to sue for and collect such damages for the use and benefit of the Assignee and the Assignee's successors, assigns and other legal representatives.

2. The Assignor agrees to assist the Assignee, in a commercially reasonable manner, to take all actions and execute all documents necessary or desirable to evidence, record, and perfect the assignment of Contributed Intellectual Property, and shall not enter into any agreement in conflict with this IP Assignment Agreement.

3. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, copyrights, patents or other evidence or form of intellectual property protection or applications therefor, to issue the same to the Assignee and the Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first set forth above.

**ASSIGNOR:**

OLD MOTHER HUBBARD DOG FOOD COMPANY, INC.

By: James M Scott Jr  
Name: James M Scott Jr  
Title: President

**Acknowledgement by Notary Public**

State of Massachusetts

County of Middlesex

On this 9th day of January 2004, before me, the undersigned Notary Public, personally appeared James M. Scott Jr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: June M Ramey  
Name: \_\_\_\_\_, Notary Public

**June M. Ramey**  
**NOTARY PUBLIC**

My commission expires Oct. 23, 2009

**ASSIGNEE:**

BRYCE OPERATING COMPANY, INC.

By: \_\_\_\_\_  
Name: Scott Dahnke  
Title: President and Chief Executive Officer

**Acknowledgement by Notary Public**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of January 2004, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_, Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first set forth above.

ASSIGNOR:

OLD MOTHER HUBBARD DOG FOOD COMPANY, INC.

By: \_\_\_\_\_

Name:

Title:

**Acknowledgement by Notary Public**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of January 2004, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_, Notary Public

ASSIGNEE:

BRYCE OPERATING COMPANY, INC.

By: \_\_\_\_\_

Name: Scott Dahnke

Title: President and Chief Executive Officer

**Acknowledgement by Notary Public**

State of CONNECTICUT

County of FAIRFIELD

On this 20<sup>th</sup> day of January 2004, before me, the undersigned Notary Public, personally appeared SCOTT DAHNKE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: Judith M Foster

Name: JUDITH M. FOSTER, Notary Public

MY COMMISSION EXPIRES JUNE 30, 2006.

Signature Page to Intellectual Property Assignment Agreement



**ANNEX A**

**INTELLECTUAL PROPERTY**

**Registered Intellectual Property**


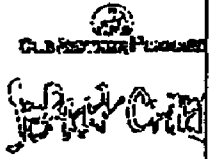




Trademarks.


Country/ State	Word Mark (Description of mark in words only)	Mark	Inter- nation al Class	App. No.	Reg. No.	App. Date	Reg. Date
Canada	NEURA MEATS (and design)	<b>NEURA MEATS</b>	31		TMA5833 46	4/18/2000	6/10/03
Canada	NEURA BAKED (and design)	<b>NEURA BAKED</b>	31		TMA5588 53	10/25/99	3/6/02
Canada	WELLNESS	WELLNESS	31		TMA5646 31	4/1/99	7/12/02
Canada	WELLNESS (and design)	 WELLNESS	5		TMA5646 32	4/1/99	7/12/02
Canada	WELLNESS SUPERSMIX	WELLNESS SUPERSMDX	31		TMA5426 01	9/15/98	3/19/01
Canada	WELLNESS	WELLNESS	31		TMA5334 60	9/15/98	9/26/00
Canada	WELLNESS (and design)	 WELLNESS	31		TMA5334 59	9/15/98	9/26/00
Canada	OLD MOTHER HUBBARD (and design)	 OLD MOTHER HUBBARD	31		TMA4627 21	5/2/95	8/30/96
Canada	OLD MOTHER HUBBARD (AND SUN RAY DESIGN)		31		TMA4627 20	5/2/95	8/30/96
Canada	NEURA	NEURA	31		TMA3578 68	2/5/86	6/30/89

Country/ State	Word Mark (Description of mark in words only)	Mark	Inter- nation al Class	App. No.	Reg. No.	App. Date	Reg. Date
Canada	AUBONDOG (and design)		31		TMA3281 30	12/24/85	5/29/87
Canada	OLD MOTHER HUBBARD (and design)		31		TMA3127 89	2/18/85	3/28/86
Canada	OLD MOTHER HUBBARD	OLD MOTHER HUBBARD	31		TMA3107 90	2/18/85	1/24/86
Canada	NEURA FORMULA 100	NEURA FORMULA 100	31		TMA4111 64	5/29/91	4/16/93
Canada	NEURA FORMULA 200	NEURA FORMULA 200	31		TMA4111 65	5/29/91	4/16/93
Canada	NEURA FORMULA 300	NEURA FORMULA 300	31		TMA4107 01	5/29/91	4/9/93
Canada	NEURA FORMULA 400	NEURA FORMULA 400	31		TMA4104 94	12/10/91	4/2/93
Japan	OLD MOTHER HUBBARD	OLD MOTHER HUBBARD	31		2057291		6/24/88
Massa- chusetts	BENTLEY'S BEST	BENTLEY'S BEST	31		49696	Unknown	6/6/94
New Hampshir e	BENTLEY'S BEST	BENTLEY'S BEST	31		Unknown	Unknown	6/6/94
U.K.	OLD MOTHER HUBBARD (and design)		31		2025800B	7/3/95	2/21/97
U.K.	OLD MOTHER HUBBARD	OLD MOTHER HUBBARD	31		2025800A	7/3/95	2/21/97
U.K.	NEURA BAKED (and design)		31		2025799A	7/3/95	11/15/96

Country/ State	Word Mark (Description of mark in words only)	Mark	Inter- nation al Class	App. No.	Reg. No.	App. Date	Reg. Date
U.K.	NEURA, NEURA 95 (and design)	NEURA, 	31		2025799B	7/3/95	11/15/96
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 (and design)		31		1394270	7/8/85	5/20/86
U.S.	AU-BON-DOG	AU-BON-DOG	31		2182113	5/13/97	8/18/98
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

Country/ State	Word Mark (Description of mark in words only)	Mark	Inter- nation al Class	App. No.	Reg. No.	App. Date	Reg. Date
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

Country/ State	Word Mark (Description of mark in words only)	Mark	Inter- nation al Class	App. No.	Reg. No.	App. Date	Reg. Date
U.S.	OLD MOTHER HUBBARD (and design)		31		2032715	11/23/94	1/21/97
U.S.	OLD MOTHER HUBBARD	OLD MOTHER HUBBARD	31		1181414	3/30/81	12/8/81
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	SUPER5MX	31		2639407	1/17/02	10/22/02
U.S.	UNCONDITION AL LOVE. UNCOM- PROMISING NUTRITION.	UNCONDITION AL LOVE. UNCOM- PROMISING 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

Country/ State	Word Mark (Description of mark in words only)	Mark	Inter- nation al Class	App. No.	Reg. No.	App. Date	Reg. Date
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 SUPERSMIX	WELLNESS SUPERSMIX	31		2322461	7/29/98	2/22/00
U.S.	NEURA FORMULA 100	NEURA FORMULA 100	31		1719572	2/11/91	9/22/92

Copyrights

“NEURA BAKED IS BETTER” registered with the U.S. Copyright Office by Contributor on March 24, 1993 (Registration No. # VA-557-407)

Trade Secrets

Pet food recipes/formulas owned by the Contributor: [recipes/formulas themselves to be provided at Closing]

**OMH BRAND BISCUITS**

- Original
- Chicken
- Cheese
- Charcoal
- Beef Basted
- P-Nuttier
- Bacon N'Cheese
- Lamb & Brown Rice
- Liver Crunch Med.Bar
- Chicken & Cheddar
- Couch Potato
- Just Veggin'
- Jumbo P-Nuttier
- Jumbo Beef Chip
- Jumbo Gone Bananas
- P-Nutty with Apples
- P-Nutty with Bananas
- P-Nutty with Honey

Meaties – Chicken  
Meaties – Liver  
Meaties – Beef  
Meaties – Lamb  
Bitz – Chicken  
Bitz – Bacon  
Bitz – Vegetable  
Friends – Peanut Butter  
Friends – Bacon & Cheese  
Friends – Gingerbread  
Friends – Eggnog Flavor  
Chicken Cookie  
Liver Cookie  
Bacon/Chs.Chip Cookie  
Liver Bitz  
Gimme A Kiss  
Puppy

### **PRIVATE LABEL BISCUITS**

Plain  
Chicken Flavor  
Bacon Flavor  
Beef Flavor  
Peanut Flavor  
Vegetable Flavor  
P-Nut Basted  
Beef Basted  
Bacon/Cheese Basted

### **WELLNESS DRY DOG FOOD**

Lamb  
Chicken  
Fish & Sweet Potatoes  
Senior  
Puppy

### **WELLNESS BISCUITS**

Well-Bar Fish & Sweet Potatoes  
Well-Bar P-Nut & Honey  
Well-Bar Fruit & Yogurt

### **WELLNESS DRY CAT FOOD**



Adult - Chicken  
Lite  
Salmon

**OMH CANNED DOG FOOD:**

Beef  
Chunky Beef  
Chicken & Pasta  
Chicken  
Liver & Beef  
Chicken, Rice & Lamb  
Lamb & Rice

**NEURA CANNED DOG FOOD**

95% Beef  
95% Lamb  
95% Chicken & Rice  
95% Chicken, Rice and Lamb  
95% Lamb & Rice

page 3

95% Turkey & Rice  
95% Chicken  
95% Beef & Liver  
95% Chicken, Lamb & Veal  
Senior  
Lite  
Puppy Growth  
Special Diet 100  
Special Diet 200  
Special Diet 300  
Special Diet 400

**WELLNESS CANNED DOG FOOD**

Chicken & Sweet Potatoes  
Lamb & Sweet Potatoes  
Fish & Sweet Potatoes  
Duck & Sweet Potatoes  
Senior Dog

**OMH CANNED CAT FOOD**

Liver  
Liver & Egg  
Chicken, Ocean whitefish & Egg  
Turkey & Giblets  
Beef  
Beef & Chicken  
Beef, Egg & Cheese  
Beef & Liver  
Beef & Salmon  
Beef & Tuna  
Chicken, Rice & Lamb  
Cod, Sole & Haddock  
Tuna Haddock & Egg

**WELLNESS CANNED CAT FOOD**

Chicken & Herring  
Turkey & Salmon  
Turkey  
Chicken  
Beef & Chicken


Domain Names

Verisign is the registration for the Domain Names listed below.

Name	Expiration
oldmotherhubbard.com	August 19, 2012
omhpet.com	June 8, 2008
wellnesscat.com	November 8 2006
wellnesscatfood.com	November 8, 2006
wellnessdog.com	November 8, 2006
wellnessdogfood.com	November 8, 2006
wellnesspetfood.com	November 8, 2006

## Unregistered Intellectual Property

### Trademarks

Country/ State	Word Mark (Description of mark in words only)	Mark	Inter- natio- nal Class	App. No.	Reg. No.	App. Date	Reg. Date	Status
Canada	WELLBAR	WELLBAR	31	1087660		12/27/00		Allowed
E.U.	WELLNESS	WELLNESS	5, 31	002834562		8/27/02		Pending
U.K.	WELLNESS	WELLNESS	5, 31	2303665		6/26/02		Pending
U.S.	AURA	AURA	5, 31	Not yet assigned		Not yet assigned (mailed 12/10/03)		Pending
U.S.	BAC'N'CHEE Z	BAC'N'CHEEZ	31	76/215,510		2/23/01		Abandoned - petition to revive filed 8/8/03.
U.S.	CHAKRA	CHAKRA	5, 31	Not yet assigned		Not yet assigned (mailed 12/10/03)		Pending
U.S.	DIGESTWELL	DIGESTWELL	5, 31	76/502,894		4/1/03		Pending - approved for publicatio n on 9/29/09
U.S.	GRANDMA'S GOURMET	GRANDMA'S GOURMET	5, 31	76/418,765		6/7/02		Pending - Notice of Allowance mailed 11/11/03
U.S.	LOBSTA' COOKIES FOR DOGS (and design)		31		2036189	6/26/95	2/4/97	Canceled
U.S.	MOTHER'S	MOTHER'S	5, 31	76/496,482		3/12/03		Published 11/18/03
U.S.	SIMPLYPURE	SIMPLYPURE	5, 31	76/423268		6/20/02		Pending - a first request for extension of time to file SOU granted 8/7/03
U.S.	SPIRIT	SPIRIT	5, 31	Not yet assigned		Not yet assigned (mailed 12/10/03)		Pending

Country/State	Word Mark (Description of mark in words only)	Mark	International Class	App. No.	Reg. No.	App. Date	Reg. Date	Status
U.S.	WELLBALANCED	WELLBALANCED	5, 31	76/423259		6/20/02		Pending -- a first request for extension of time to file SOU granted 8/7/03
U.S.	WELLCELL	WELLCELL	5, 31	76/502898		4/1/03		Pending -- Published for opposition on 12/2/03
U.S.	WELLCOAT	WELLCOAT	5, 31	76/519032		5/14/03		Pending -- Published for opposition on 12/2/03
U.S.	WELLDEFENSE	WELLDEFENSE	5, 31	76/502801		4/1/03		Pending -- Published for opposition on 12/2/03
U.S.	WELLFLEX	WELLFLEX	5, 31	76/383952		3/19/02		Pending -- SOU filed 12/8/03
U.S.	WELLPOWER	WELLPOWER	5, 31	76/423260		6/20/02		Pending -- a first request for extension of time to file SOU granted 8/21/03
U.S.	WELLTABS	WELLTABS	5, 31	76/519034		5/14/03		Pending -- Published for opposition on 12/2/03
U.S.	WELLTRACT	WELLTRACT	5, 31	76/502,896		4/1/03		Pending -- Published for opposition on 12/2/03
U.S.	WELLVISION	WELLVISION	5, 31	76/502,892		4/1/03		Pending -- Published for opposition on 12/2/03

### Copyrights

The Contributor has common law copyrights with respect to numerous marketing and promotional Materials, including those on its websites. To the knowledge of the Contributing Parties, no Federal or state registrations have been pursued or maintained

for such copyrighted works, with the exception of "NEURA BAKED IS BETTER" as listed on Schedule 4.25(a)(i).

## Contributor IP Agreements

1. American Distribution: Exclusive Distribution Agreement dated February 19, 2002;
2. Animal Supply Company: Exclusive Distribution Agreement dated March 1, 2002;
3. Anipet Animals [sic.] Supplies: Non-Exclusive Distribution Agreement dated June 3, 2002;
4. Berr Pet Supply: Exclusive Distribution Agreement dated March 1, 2002;
5. C&K Distributors: Exclusive Distribution Agreement dated May 15, 2002;
6. Clark's Pet & Ag: Non-Exclusive Distribution Agreement dated February 19, 2002;
7. Consolidated Seed & Pet, Inc.: Non-Exclusive Distribution Agreement dated February 20, 2002;
8. Efland Distributing: Non-Exclusive Distribution Agreement dated March 22, 2002;
9. Freedom Pet Supplies: Non-Exclusive Distribution Agreement dated February 11, 2002;
10. Frontier Distributing, Inc.: Non-Exclusive Distribution Agreement dated April 1, 2002;
11. Lone Star Pet Supply: Exclusive Distribution Agreement dated February 6, 2002;
12. Loveland Pet Products: Non-Exclusive Distribution Agreement dated May 15, 2003;
13. Middle West Distributors: Non-Exclusive Distribution Agreement dated April 23, 2002;
14. P&P Pet Food Dist., Inc.: Exclusive Distribution Agreement dated May 29, 2002;
15. Paramount Distributors, Inc.: Exclusive Distribution Agreement dated January 30, 2002;
16. Pet Food Wholesale, Inc.: Non-Exclusive Distribution Agreement dated May 30, 2002;
17. Phillips Feed & Pet Supply: Exclusive Distribution Agreement dated May 13, 2002;
18. Southeast Pet: Non-Exclusive Distribution Agreement [2002 – no specific date indicated];

19. Taylor Feed & Pet Supply: Non-Exclusive Distribution Agreement dated March 21, 2002;
20. Tidalwave: Non-Exclusive Distribution Agreement dated May 31, 2002; and
21. License and Service Agreement dated April 14, 2003 between Upshot Corporation and Old Mother Hubbard;
22. Master Agreement dated June 27, 2003 between IFS North America, Inc. and Old Mother Hubbard Dog Food Company, Inc. (and related IFS Software License and IFS Oracle Database Contract); and
23. Consulting Agreement dated July 7, 2003 between Apogia, Inc. and Contributor.