

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pet Products Plus, L.L.C.		12/17/2004	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	M. I. Industries, Incorporated		
Street Address:	P.O. Box 29661		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68529-0661		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	827719	BONE APPETIT	
Registration Number:	2405045	BONE APPETIT	
CORRESPONDENCE DATA			
Fax Number:	(402)475-5087		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	402.475.5100		
Email:	mcowan@remboltludtke.com		
Correspondent Name:	Kevin C. Siebert, Rembolt Ludtke LLP		
Address Line 1:	1201 Lincoln Mall, Suite 102		
Address Line 4:	Lincoln, NEBRASKA 68508		
NAME OF SUBMITTER:	Kevin C. Siebert		
Signature:	/Kevin Siebert/		
Date:	12/23/2004		

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Total Attachments: 4

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ASSET PURCHASE AND SALE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into this 17th day of December, 2004, by and between Pet Products Plus, L.L.C., 3133 South 7th, Suite D, Lincoln, NE 68508 ("Seller") and M.I. Industries, Incorporated, a Nebraska corporation, 6200 N. 56th Street, P.O. Box 29345, Lincoln, NE 68529 ("Purchaser"), with respect to the following facts:

A. Seller owns certain intangible rights used in connection with manufacturing and production of certain pet products;

B. Seller desires to deliver and sell to Purchaser, and Purchaser desires to purchase, the specified assets from Seller.

NOW, THEREFORE, in consideration of the foregoing facts, the terms and conditions of this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Conveyance of Assets. Seller hereby agrees to deliver, convey, assign and transfer to Purchaser, free and clear of all liens, claims and encumbrances, and pursuant to the terms and conditions of this Agreement, and Purchaser agrees to receive and purchase from Seller, the following assets (collectively the "Assets"):

All right, title and interest in the name and mark "BONE APPETIT", including but not limited to all rights related to the federal trademark registration of the marks "BONE APPETIT," Reg. No. 827719 registered April 25, 1967, and "BONE APPETIT," Reg. No. 2405045 registered November 21, 2000.

2. Purchase Price. As the purchase price for the Assets, Purchaser agrees to pay to Seller, and Seller agrees to pay to Purchaser, in U.S. funds, the following amounts:

(a) \$200.00 upon receipt and acceptance of a General Assignment and Conveyance in the form attached hereto executed by Seller; and

(b) If, in Purchaser's sole discretion, Purchaser sells any product bearing the mark "BONE APPETIT" on the label, Purchaser shall pay to Seller an amount equal to ten percent (10%) of the gross sales on the first \$20,000 of gross sales of such products, seven percent (7%) on the next \$20,000 of gross sales, and four percent (4%) on the next \$20,000 of gross sales, for a maximum total amount of \$4,200 payments to Seller, plus one percent (1%) of all gross sales of product bearing the mark "BONE APPETIT" on the label which are in excess of \$60,000. Purchaser shall file periodic reports, not less frequently than annually, showing aggregate sales, if any, of product bearing the mark BONE APPETIT on the label, and shall pay any accrued amounts due hereunder not less frequently than annually. Notwithstanding any provision herein to the contrary, if Purchaser has not sold any products bearing the mark BONE APPETIT on the label within three (3) years of the date hereof, Purchaser shall convey, by quitclaim, such marks to Seller.

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3. Representations and Warranties of Seller. Seller represents, warrants and agrees as follows:

(a) Seller is a limited liability company duly organized and validly existing under the laws of the State of Nebraska.

(b) All Assets are free and clear of all liens, claims and encumbrances. Seller has not granted to any person, any right or interest with respect to any of the Assets;

(c) Neither the Assets nor the use thereof violate any patent, trade name, trademark, service mark or copyright rights or other intellectual or propriety rights or interest of any person, and Seller has not received any claim, notice or other correspondence in connection with any such claim, rights or interest;

(d) Seller has all necessary authority to convey the Assets to Purchaser and has taken all such actions and obtained all consents necessary for such conveyance.

4. Representations and Warranties of Purchaser. Purchaser represents, warrants and agrees that Purchaser is a corporation duly organized and existing under the laws of the State of Nebraska, and has obtained all necessary approvals and authorizations and is duly authorized to purchase the Assets.

5. Closing Closing shall occur in Lincoln, Nebraska, at Purchaser's address as specified in the notice provision of this agreement, at a time mutually agreeable to Seller and Purchaser, but in no event later than December 31, 2004 ("Closing").

6. Notices. All notices, requests, demands, instructions, and other communications required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been duly given if delivered personally, or mailed by certified or registered mail, return receipt requested, or delivered by facsimile, as follows, or at such other address as specified by Seller or Purchaser pursuant to the provisions of this paragraph, to the addresses specified in the first paragraph of this Agreement.

7. Governing Law. This Agreement is governed by the laws of the State of Nebraska.

8. Binding Effect; Amendments. This Agreement is binding on the parties hereto and their heirs, successors and assigns. Neither party shall assign its interest or obligations under this Agreement with the prior written consent of the other party. This Agreement may be amended only by a writing signed by the party to be bound.

9. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all other oral or written

agreements. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same agreement of the parties hereto.

SELLER:

Pet Products Plus, L.L.C.

By: Barry A. [Signature]
Its President

PURCHASER:

M.I. Industries, Incorporated, a Nebraska corporation

By: Albert S. [Signature]
Its Chairman

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GENERAL ASSIGNMENT AND CONVEYANCE

THIS GENERAL ASSIGNMENT AND CONVEYANCE is made this 17th day of December, 2004 by the undersigned, Pet Products Plus, L.L.C. ("Seller").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers and conveys unto M.I. Industries, Incorporated, a Nebraska corporation ("Buyer") all right, title and interest in and to the mark BONE APPETIT, including but not limited to all rights relating to the federal trademark registration of the marks "BONE APPETIT," Reg. No. 827719 registered April 25, 1967 and "BONE APPETIT," Reg. No. 2405045 registered November 21, 2000. Seller warrants that Seller has good and marketable title to the marks free and clear of all liens, claims and encumbrances, and that Seller is duly authorized to convey the marks to Buyer.

PET PRODUCTS PLUS, L.L.C.

By: Bang G. Lohel
Manager