

09-07-2004



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Form PTO-1024 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): 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 City: Siloam 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
(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: January 5, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,053,927
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 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

#137659

KEISLING PIEPER & SCOTT PLC

Bank of America Plaza
One East Center Street, Suite 217
Fayetteville, Arkansas 72701
Telephone (479) 251-0800
Facsimile (479) 251-0801

TRENT C. KEISLING*
DAVID B. PIEPER*
JOHN M. SCOTT

SENIOR COUNSEL
ROBERT R. KEEGAN*
*Registered Patent Attorney

February 5, 2004

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

RE: U.S. Trademark Registration No. 793,720 for HENNY PEN
Atty. Dkt. No. 012602

U.S. Trademark Registration No. 584,787 for HI-VI (Stylized)
Atty. Dkt. No. 012604

U.S. Trademark Registration No. 1,804,673 for HUSKY
Atty. Dkt. No. 012606

U.S. Trademark Registration No. 1,606,610 for HUSKY
Atty. Dkt. No. 012608

U.S. Trademark Registration No. 1,699,300 for KAM
Atty. Dkt. No. 012610

U.S. Trademark Registration No. 702,658 for KITTY
Atty. Dkt. No. 012612

U.S. Trademark Registration No. 1,091,052 for NEAT TREATS
Atty. Dkt. No. 012614

U.S. Trademark Registration No. 702,364 for POINTER
Atty. Dkt. No. 012616

U.S. Trademark Registration No. 1,712,027
for STRONGHEART DOG FOOD (and Design)
Atty. Dkt. No. 012618

I hereby certify that this correspondence is being deposited
with the U.S. Postal Service as First Class Mail addressed to
Commissioner for Trademarks, 2900 Crystal Drive,
Arlington, VA 22202-3514 on 2-5-04

TRADEMARK
REEL: 003043 FRAME: 0482

U.S. Trademark Registration No. 2,053,927 for TONY (and Design)
Atty. Dkt. No. 012620

U.S. Trademark Registration No. 1,853,766 for TWIN PET
Atty. Dkt. No. 012622

U.S. Trademark Registration No. 303,903 for VICTORY (Stylized)
Atty. Dkt. No. 012624

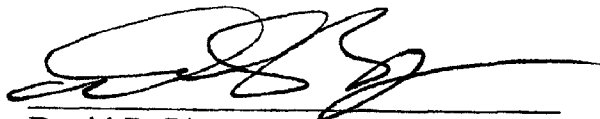
Dear Sir:

Enclosed for filing with the U.S. Patent and Trademark Office in each of the above trademark registrations are the following:

1. Recordation Form Cover Sheet;
2. Trademark and Service Mark Assignment Agreement; and,
3. Check in the amount of \$480.00 to cover the filing fees (\$40.00 for each assignment) for all trademark registrations.

Respectfully submitted,

KEISLING PIEPER & SCOTT PLC



David B. Pieper, Reg. No. 42,998
1 East Center Street, Suite 217
Fayetteville, Arkansas 72701
(479) 251-0800