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Form PTO-1594  
(Rev. 10/02)  
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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: \_\_\_\_\_  
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  
(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)  
1,091,052

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: .....

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

2/5/04  
Date

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

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

**TRADEMARK**  
**REEL: 003043 FRAME: 0492**

**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 5<sup>th</sup> 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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