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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: _____
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)
1,699,300

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

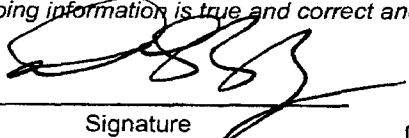
Enclosed
 Authorized to be charged to deposit account

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  2/5/04
Name of Person Signing Signature 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: 003046 FRAME: 0236

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

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