

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Vienna Beef LTD

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Illinois
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 01/17/2005

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PERFORMANCE PET PRODUCTS, LLC

Internal

Address: _____

Street Address: 1120 Lake Avenue

City: Fairmont

State: MN

Country: USA Zip: 56031

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Lm'td Liability Co. Citizenship _____

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2102185

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CANINE CATTLE COMPANY plus design

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

Name: James A. Blomquist

Internal Address: Suite 2200

Street Address: 220 S. Sixth Street

City: Minneapolis

State: MN Zip: 55402-4504

Phone Number: 612 373 8559

Fax Number: 612 338 4608

Email Address: jblomquist@felhaber.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

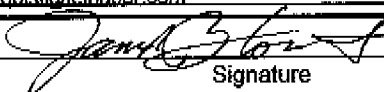
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502277

Authorized User Name James A. Blomquist

9. Signature:



Signature

03/09/2005

Date

James A. Blomquist

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 502277 2102185

TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, VIENNA BEEF LTD, an Illinois corporation having a business address of 2501 North Damen Avenue, Chicago, Illinois 60647 (hereinafter sometimes referred to as "ASSIGNOR"), hereby irrevocably sells, transfers, assigns, and conveys to PERFORMANCE PET PRODUCTS, LLC, a Minnesota limited liability company (hereinafter sometimes referred to as "ASSIGNEE"), as of January 17, 2005 ASSIGNOR's entire worldwide right, title and interest in and to the CANINE CATTLE trademark, trade name, service mark, logo, associated slogans, and domain name including but not limited to any and all trademark registrations, service mark registrations, trade names, service mark applications, and/or trademark applications and/or URIs or domain names containing the term CANINE CATTLE including but not limited to those respectively listed on Schedule A attached hereto and made a part hereof, as well as any and all goodwill associated with the portion of the business symbolized by the trade names, trademarks and/or service marks, any and all common law trademark rights and any and all state trademark registrations associated therewith; and any and all renewals thereof; any licenses and other agreements providing ASSIGNOR and/or third parties the rights to use same; all income, royalties, license fees, damages and payments now and hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof; the right to sue for any and all past infringement which may have occurred at any time up to the date of the present TRADEMARK ASSIGNMENT AGREEMENT; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future.

This TRADEMARK ASSIGNMENT AGREEMENT revokes and supersedes any and all prior assignments that may have been made by ASSIGNOR to ASSIGNEE regarding the CANINE CATTLE mark and the registration listed on Schedule A hereto. ASSIGNOR hereby covenants and warrants that it is transferring any rights it has with respect to the above-described worldwide right, title and interest by this instrument and free of any encumbrances.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or appropriate to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that are being assigned hereunder and have been or may be granted upon any such application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants ASSIGNEE, located at 1120 Lake Avenue, Fairmont, Minnesota 56031, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign county.

Assignor:

VIENNA BEEF LTD

By: *Mike Carlino*
Mike Carlino
Title: Vice President
Date: 1/17/05


Assignee:

PERFORMANCE PET PRODUCTS, LLC

By: *Doak Porter*
Doak Porter
Title: President
Date: 1-17-05

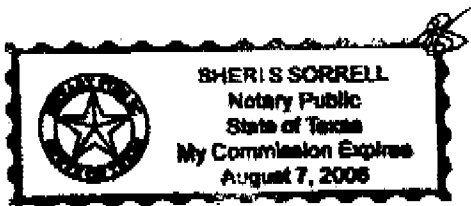
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)


The foregoing instrument was acknowledged before me on January 17, 2005, by Mike Carlino, personally known to me, in his/her capacity as Vice President of Vienna Beef Ltd., an Illinois corporation.


OFFICIAL SEAL
GARY I. WALT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08-22-07
Notary Public
My Commission Expires: _____

STATE OF TEXAS)
) ss.
COUNTY OF RAFDALL)

The foregoing was acknowledged before me on JANUARY 17, 2005, by Doak Porter, personally known to me, in his capacity as President of Performance Pet Products, LLC, a Minnesota limited liability company.


SHERI S. SORRELL
Notary Public
State of Texas
My Commission Expires
August 7, 2006


Notary Public
My Commission Expires: 8/7/2006

SCHEDULE A**UNITED STATES
REGISTRATIONS**

<u>MARK</u>	<u>REGISTRATION NO.</u>
CANINE CATTLE COMPANY and Design	2,102,185

DOMAIN NAMES

caninecattlecompany.com
caninecattle.com
caninecattleco.com

SLOGANS

Source Trak or Sourcetrack or Sourcetrak
Are you branded? Look at Canine Cattle Company
A whole herd of great dog treats....Canine Cattle Company
Saddle up with Canine Cattle Company
We're bullish on Canine Cattle Company
Do you feel hog tied? Come ride the range with Canine Cattle Company!