

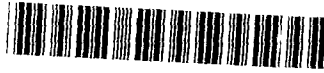
06-08-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RE

6/6/05

RECORD
TRADE



103017141

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):

Eagle Pet Products, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 24, 2004

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Eagle Pack Pet Foods, Inc.

Internal _____

Address: _____

Street Address: 1025 West 11th Street

City: Mishawaka

State: Indiana

Country: USA Zip: 46544

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

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)

2754276, 2428855, 2486491, 2515912

Additional sheet(s) attached? Yes No

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

Holistix, Prism, Pampered Pet, Feline Fiber System

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

Name: James D. Hall

Internal Address: _____

Street Address: 105 E. Jefferson Blvd., Suite 400

City: South Bend

State: Indiana Zip: 46601

Phone Number: 574-234-3900

Fax Number: 574-236-2839

Email Address: jhall@bhlawyers.net

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ PAID 590

- 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 _____
Authorized User Name _____

9. Signature:

[Signature]
Signature
James D. Hall
Name of Person Signing

1 June 05
Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

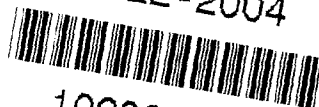
**RECORDATION FORM COVER SHEET
TRADEMARKS**

Conveying Party: Eagle Pet Products, Inc.

Receiving Party: Eagle Pack Pet Foods, Inc.

Page 2
CONTINUATION OF ITEM #4.

5. Registration #:2250432 Mark:"TRY US FOR A WEEK AND YOUR PET WILL LOVE US FOR LIFE"	Edit
6. Registration #:2161512 Mark:"SELECT CHUNK"	Edit
7. Registration #:2510933 Mark:"OMEGA HEALTH"	Edit
8. Registration #:1747328 Mark:"THE LEADERS OF THE PACK"	Edit
9. Registration #:0713260 Mark:"HY-RATION"	Edit
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15. Registration #:2156343 Mark:"BLUE RIBBON QUALITY"	Edit
16. Registration #:2305176 Mark:"BRAVO"	Edit
17. Registration #:2109220 Mark:"BUYING THE BEST FOR YOUR BEST FRIEND"	Edit
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19. Registration #:2187882	Edit
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21. Registration #:2584019 Mark:"HOLISTIC SELECT"	Edit
22. Registration #:2509667 Mark:"WELLNESS FOR LIFE"	Edit
23. Registration #:2645606 Mark:"CUSTOM SUPPLEMENTS WELLNESS FOR LIFE"	Edit

11-22-2004


11-18.04

RECORDED
TRADEMARK 102886581

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B. Trademark Registration No.(s) 2754276
2428855, 2486491, 2515912

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Fax Number: 574-236-2839

Email Address: jhall@hllawyers.net

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23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 590.00

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- Authorized to be charged to deposit account
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b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

James D. Hall

Signature

Date

15 Nov. 04

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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11/19/2004 GTOM:1 00000284 2754276

01 FC:8521 40.00 DP
02 FC:8522 550.00 DP

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 24, 2004 ("Effective Date") by and between EAGLE PET PRODUCTS, INC., an Indiana corporation, with its principal office at 1011 West 11th Street, Mishawaka, Indiana 46544 ("Assignor"), and EAGLE PACK PET FOODS, INC., a Delaware corporation, with its principal office at 1025 West 11th Street, Mishawaka, Indiana 46544 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated September 7, 2004, as amended by Amendment No. 1 to Asset Purchase Agreement, dated September 23, 2004 (as amended, the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to all of the trademarks, trade names, corporate names, business names, trade styles, trade dress, service marks, logos and other source or business identifiers, together with all goodwill associated therewith, and all registrations and applications for the foregoing, in the United States and all foreign countries, owned by Assignor and used in connection with the Business, including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations and applications set forth on Schedule C attached hereto, and the unregistered trademarks set forth on Schedule D attached hereto (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in

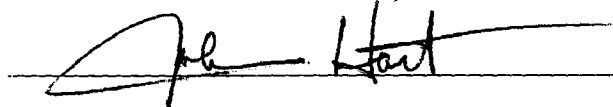
right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

EAGLE PET PRODUCTS, INC.



Name: John Hart

Title: Chief Financial Officer

EAGLE PACK PET FOODS, INC.



Name: SCOTT Sellers

Title: Vice President and Secretary

**RECORDATION FORM COVER SHEET
TRADEMARKS**

Conveying Party: Eagle Pet Products, Inc.







Receiving Party: Eagle Pack Pet Foods, Inc.

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23. Registration #:2645606 Mark:"CUSTOM SUPPLEMENTS WELLNESS FOR LIFE"	Edit

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
BLUE RIBBON QUALITY	2,156,343	5/12/98
BRAVO	2,305,176	1/4/00
BUYING THE BEST FOR YOUR BEST FRIEND	2,109,220	10/28/97
CUSTOM SUPPLEMENTS WELLNESS FOR LIFE	2,645,606	11/5/02
Design 	2,119,725	12/9/97
Design 	2,291,059	11/9/99
Design 	2,187,882	9/8/98
Design 	2,109,222	10/28/97
Design 	2,109,221	10/28/97
EAGLE PACK	1,697,888	6/30/92
EAGLE PACK SENIOR CARE FORMULA	2,498,769	10/16/01
EAGLE PACK 	2,182,499	8/18/98
FELINE FIBER SYSTEM	2,515,912	12/4/01
HOLISTIC SELECT	2,584,019	6/18/02
HOLISTIX	2,754,276	8/19/03
HY-RATION	0,713,260	3/28/61
OMEGA HEALTH	2,510,933	11/20/01

Mark	Reg. No.	Reg. Date
PAMPERED PET	2,486,491	9/11/01
PREMIUM SELECT	1,954,075	2/6/96
PRISM	2,428,855	2/13/01
SELECT CHUNK	2,161,512	6/2/98
THE LEADERS OF THE PACK	1,747,328	1/19/93
TRY US FOR A WEEK AND YOUR PET WILL LOVE US FOR LIFE	2,250,432	6/1/99
WELLNESS FOR LIFE	2,509,667	11/20/01