

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eagle Pack Pet Foods Inc.		12/13/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dave Bogner		
Street Address:	1084 Hartford Turnpike		
City:	Vernon		
State/Country:	CONNECTICUT		
Postal Code:	06066		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2305176	BRAVO	
CORRESPONDENCE DATA			
Fax Number:	(860)251-5212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	860 251 5822		
Email:	trademarks@goodwin.com		
Correspondent Name:	Patricia C. Gagnon, RP		
Address Line 1:	One Constitution Plaza		
Address Line 2:	Shipman & Goodwin		
Address Line 4:	Hartford, CONNECTICUT 06103-1919		
ATTORNEY DOCKET NUMBER:	7215-01		
NAME OF SUBMITTER:	Patricia C. Gagnon		
Signature:	/Patricia C. Gagnon/		
Date:	02/02/2006		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of the ~~13th~~ day of December, 2005 (the "Effective Date"), by EAGLE PACK PET FOODS INC., a Delaware corporation with its principal place of business at 1011 West 11th Street ("Assignor"), to DAVE BOGNER, an individual at 1084 Hartford Turnpike, Vernon, Connecticut 06066, and his designated company (hereinafter called "Assignee").

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark "BRAVO," registered with the United States Patent and Trademark Office under the registration number 2,305,176 (the "Mark"); and

WHEREAS, Dave Bogner is desirous of acquiring the Mark and the registration thereof and any registration applications therefore;

WHEREAS, pursuant to an Exclusive License of Trademark Rights Agreement, dated March 30, 2005, by and between Assignor and Assignee (the "License Agreement"), Assignor agreed to transfer and assign to Assignee all right, title and interest of Assignor in and to the Mark in the market place, and the goodwill of the business associated with the use and symbolized by the Mark whether arising under common law, state law, federal law or the laws of foreign countries (the "Intellectual Property Rights").

NOW, THEREFORE, in consideration of the mutual promises and covenants exchanged in the License Agreement and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby grants, transfers, conveys and assigns for good and valuable consideration to Assignee, free and clear of all liens, security interests, liabilities and encumbrances, 1) the Mark and its Intellectual Property Rights and all of Assignor's right, title and interest therein, together with the goodwill of the business associated therewith and which is symbolized thereby; 2) all rights to sue for infringement of the Mark, whether arising prior to or subsequent to the date of this Assignment, as well as the right to recover for, and the right to profits and damages due or accrued arising out of or in connection with, any past, present or future infringements or dilution of or damage or injury to the Mark or the registration thereof or such associated goodwill; 3) the registration of and any registration applications for the Mark and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made.

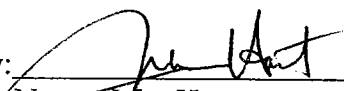
2. Representations and Warranties: The warranties made in the License Agreement are restated, as of the Effective Date of the Assignment, and incorporated as if fully set forth herein, with the following modification, the word "sell" shall replace the word "license" wherever it is found in Section VI of the License Agreement. Assignor also represents and warrants to Assignee that the obligations required of the Assignor in the License Agreement at Section IIIB have been fulfilled to the best of the Assignor's knowledge as of the date of this Assignment.

3. No Further Use of the Mark: As of the Effective Date, Assignee shall, as the sole owner of the Mark, have the exclusive right to use or otherwise transfer the Mark. Assignor agrees that it, and any entities it controls or is associated with, shall not in the future register, use, apply to register or assist any third party to register, use or apply to register a trademark, domain name or designation that comprises or includes, whether alone or in combination with each other or with other words, any variation of the Mark for any goods and/or services, unless the Mark has been abandoned by the Assignee or a subsequent owner.

4. Successors in Interest. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the day and year first written above.

EAGLE PACK PET FOODS, INC.

By: 
Name: John Hart
Its: President

STATE OF INDIANA)
) ss.:
COUNTY OF St. Joseph)

Before me the undersigned, a Notary Public in and for St. Joseph County, State of Indiana, personally appeared John Hart as President of Eagle Pack Pet Foods, Inc., and acknowledged the execution of the foregoing instrument this 13th day of December, 2005.

Natalie A. Eminger

Notary Public

Natalie A. Eminger

(Printed Signature)

Resident of St. Joseph County

State of Indiana

My Commission Expires: *March 20, 2013*

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