

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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):
Vi-Jon Laboratories, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes
 No

2. Name and address of receiving party(ies):
Name: Viola & John LLC

Internal
Street Address: 8515 Page Avenue

City: St. Louis
State: Missouri Zip: 63114

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: July 26, 2006

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: _____
 Other: Limited Liability Company

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

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):

Additional numbers attached? Yes No

B. Trademark Registration No.(s):
1,481,288
232,061

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Erin A. Dugan, IP Paralegal
Ropes & Gray LLP

Internal Address: Atty. Dkt.: BPKB-122
Street Address: One International Place

City: Boston State: MA Zip: 02110

6. Total Number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed
 Authorized to be charged to Deposit Account
 Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number: 18-1945
(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.

Jennifer K. Holmes, Esq., (Reg. No. 46,778)
Name of Person Signing

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

Jennifer K. Holmes August 10, 2006
Signature Date

CH \$65.00 181945 1481288

Docket No.:

**TRADEMARK ASSIGNMENT
(U.S. and Foreign Trademarks)**

BPKB-122

WHEREAS, Vi-Jon Laboratories, Inc., a corporation organized under and pursuant to the laws of Missouri having its principal place of business at 8515 Page Avenue, St. Louis, Missouri 63114 (hereinafter referred to as "Assignor"), has adopted and is using the trademarks and service marks set forth in SCHEDULE A hereof (the "Marks") which it has used in various countries throughout the world including the United States; and

WHEREAS, Viola & John LLC, a limited liability company organized under and pursuant to the laws of Delaware, having its principal place of business at 8515 Page Avenue, St. Louis, Missouri 63114 (hereinafter referred to as "Assignee"), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registrations for said Marks set forth in *SCHEDULE A* hereof and, together with the goodwill of the business symbolized by the Marks and the registrations thereof, including any and all rights of recovery based on past or future infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby represents, warrants, covenants and agrees that, at the time of execution and delivery of this Assignment, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said Marks and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein;

AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available,

Docket No.:

take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Marks and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

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Docket No.:

ASSIGNOR: VI-JON LABORATORIES, INC.

By: Bob Hess
Name: BOB HESS
Title: CEO

Date: 7-26-06

United States of America)
State of Missouri) s.s.:
County of St. Louis)

On this 26th day of July, 2006, before me personally appeared Bob Hess, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.

Date: 7-26-06

Margie Ann Wilson
Notary Public
My Commission Expires:



Docket No.:

ASSIGNEE: VIOLA & JOHN LLC

By: Bob Hess
Name:
Title:

United States of America)
State of Missouri) s.s.:
County of St. Louis)

On this 26th day of July, 2006, before me personally appeared Bob Hess, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.

Date: 7-26-06

Margie Ann Wilson
Notary Public
My Commission Expires:



Docket No.:

SCHEDULE A**REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARKS**

Mark	Registration Number	Date Registered	Serial Number	Filing Date	Country
Vi-Jon	1481288	03/22/1988	73668928	6/29/1987	United States
Vi-Jon & Design	0232061	08/30/1927	71247207	04/09/1927	United States
Vi-Jon	447642		743099		Canada
Vi-Jon	457884		189475		Mexico
Vi-Jon	457885		189476		Mexico