

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Triumph Pet Industries, Inc.		08/02/2006	CORPORATION: NEW YORK

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Companion Brands, LLC
<b>Street Address:</b>	102 Woodmont Blvd.
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37205
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TENNESSEE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2911857	GOURMET CUTS
Registration Number:	1277298	HI-TOR
Registration Number:	1913628	TRIUMPH
Registration Number:	1233833	TRIUMPH
Registration Number:	1704347	BASO-DIET
Registration Number:	2520841	DURA CHEW BONES
Registration Number:	1699920	ENO-DIET
Registration Number:	2312566	EVOLVE
Registration Number:	1735783	FELO-DIET
Registration Number:	1699919	NEO-DIET
Registration Number:	1705941	REDUSO-DIET
Registration Number:	1471572	THIS DOG FOOD IS MADE THE OLD FASHIONED WAY - WE SLOW BAKE IT!
Serial Number:	76231437	NATURE'S TREATS

OP \$365.00 2911857

Registration Number:	1776011	GERIO-DIET
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**CORRESPONDENCE DATA**

Fax Number: (256)718-3139  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 256-718-0078  
Email: docketing@pelaw.net  
Correspondent Name: IPWatch, Corporation  
Address Line 1: 410 E. Tuscaloosa St.  
Address Line 4: Florence, ALABAMA 35630

NAME OF SUBMITTER:	Conrad C. Pitts
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Signature:	/ccp/
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Date:	02/22/2007
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Total Attachments: 4  
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## ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS (the "Assignment of Marks"), is made and entered into as of the 10 day of August, 2006 by TRIUMPH PET INDUSTRIES, INC., a New York corporation ("Assignor"), to COMPANION BRANDS, LLC, a Tennessee limited liability company ("Assignee").

### RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of August \_\_, 2006 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including the Marks (as defined below). This Assignment of Marks is contemplated by Section 1.7(a)(iii) of the Agreement. "Marks" means Seller's name, all assumed names, registered or unregistered trade names, registered or unregistered trademarks, and registered or unregistered service marks, and applications for any of the foregoing.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, including the registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names listed on *Schedule A* annexed hereto and incorporated herein by reference.


NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Marks, 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, Canada and in any other jurisdiction, the same to be held and enjoyed by the 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 the said Assignor had this Assignment of Marks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service marks and Trademarks will be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Marks as of the date first above written.

**ASSIGNOR:**

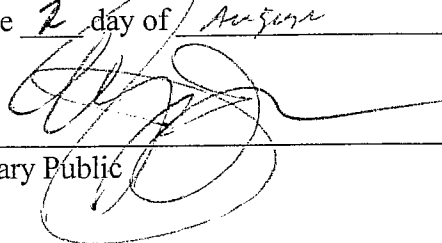
TRIUMPH PET INDUSTRIES, INC.

By:   
Name: ISAAC C. HOFFMAN  
Its: President

STATE OF NEW YORK    )  
  ) ss.  
COUNTY OF ORANGE    )

On the 2<sup>ND</sup> day of August, 2006, before me, the undersigned, personally appeared Isaac C. Hoffman, personally known to me or proved to me on the basis of satisfactory evidence to be the President of TRIUMPH PET INDUSTRIES, INC., is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as said officer of TRIUMPH PET INDUSTRIES, INC., and that by his signature on the instrument, executed the instrument.

Sworn to and subscribed before me, this the 2 day of August, 2006.

  
Notary Public

My Commission Expires: \_\_\_\_\_

**JAY F. JASON**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
**NO. 4753524**  
**QUALIFIED IN ROCKLAND COUNTY**  
**COMMISSION EXPIRES APRIL 30, 2007**

**SCHEDULE A**

**U.S. or Canadian  
Registered Service Marks and Trademarks**

<u>Service Mark or Trademark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
Gourmet Cuts	606,448	Canada	03/29/04
Gourmet Cuts	2,911,857	U.S.	12/14/04
Gourmet Cuts	606,448	Canada	03/29/04
Hi-Tor	345,981	Canada	10/07/88
Hi-Tor	1,277,298	U.S.	05/08/84
Hi-Tor	345,981	Canada	10/07/88
Triumph	345,980	Canada	10/07/88
Triumph	1,913,628	U.S.	08/22/95
Triumph	1,233,833	U.S.	04/05/83
Triumph	345,980	Canada	10/07/88
Baso-Diet	1,704,347	U.S.	07/28/92
Baso-Diet	1,704,347	U.S.	07/28/92
Dura Chew Bones	2,520,841	U.S.	12/18/01
Eno-Diet	1,699,920	U.S.	07/07/92
Evolve	2,312,566	U.S.	01/25/00
Felo Diet	1,735,783	U.S.	11/24/92
Gerio-Diet	1,776,001	U.S.	06/08/93
Nature's Treats	76/231,437	U.S.	07/15/03
Neo-Diet	1,699,919	U.S.	07/07/92
Reduso Diet	1,705,941	U.S.	08/04/92
This Dog Food is Made the Old-Fashioned Way - We Slow Bake It!	1,471,572	U.S.	01/05/88

**Foreign Registered Service Marks and Trademarks**

<u>Service Mark or Trademark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
Triumph	569214	Benelux	03/16/95
Triumph	2 085 802	Germany	11/23/94
Triumph	832400	Italy	01/16/01
Triumph	1056586	Taiwan	09/01/03
Triumph	1001164	Taiwan	06/01/02
Evolve	0570173	Korea	12/29/03
Evolve	1045195	Taiwan	05/16/03

**Unregistered Service Marks and Trademarks**

**Pending Service Mark or Trademark Applications**

<u>Service Mark or Trademark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
Evolve	05016054	Malaysia	[Please furnish]

**Trade Names**