# 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
Vienna Beef Ltd.		11/07/2007	CORPORATION: ILLINOIS

## RECEIVING PARTY DATA

Name:	Performance Pet Products, LLC	
Street Address:	1120 Lake Ave	
City:	Fairmont	
State/Country:	MINNESOTA	
Postal Code:	56031	
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2501819	BEEFY MONSTER BONE

## **CORRESPONDENCE DATA**

Fax Number: (612)524-1137

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612 373 8559

Email: jblomquist@felhaber.com
Correspondent Name: James A. Blomquist
Address Line 1: 220 South Sixth Street

Address Line 2: Suite 2200

Address Line 4: Minneapolis, MINNESOTA 55402-4504

ATTORNEY DOCKET NUMBER:	5058.176
NAME OF SUBMITTER:	James A. Blomquist
Signature:	/jab/
Date:	11/15/2007

TRADEMARK
REEL: 003661 FRAME: 0300

900092066

**Total Attachments: 3** 

source=beefy M Bone 3296.057.1.Trademark.Assignment#page1.tif source=beefy M Bone 3296.057.1.Trademark.Assignment#page2.tif source=beefy M Bone 3296.057.1.Trademark.Assignment#page3.tif

TRADEMARK REEL: 003661 FRAME: 0301

#### 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 BEEFY MONSTER BONE trademark and to any and all trademark registrations, service mark registrations, trade names, service mark applications, and/or trademark applications containing the term BEEFY MONSTER BONE 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 BEEFY MONSTER BONE mark and the registration listed on <u>Schedule A</u> hereto.

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 the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes

G:\DATA\Docs\3296\057\EXHIBIT A BEEFY MONSTER BONE.doc

TRADEMARK
REEL: 003661 FRAME: 0302

of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign county.

Assignor:

VIENNA BEEF LTD

Richard Steele

Senior Vice President and Chief Financial Officer

Date: 11/7/2007

# **SCHEDULE A**

# UNITED STATES REGISTRATIONS

MARKREGISTRATION NO.BEEFY MONSTER BONE2,501,819

 $G: \label{lem:condition} G: \label{lem:condition} G: \label{lem:condition} A BEEFY MONSTER BON \underline{\textbf{F}}. doc$ 

**RECORDED: 11/15/2007** 

TRADEMARK
REEL: 003661 FRAME: 0304