

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	12/06/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Land O'Lakes, Inc.		12/06/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Societe des Produits Nestle S.A.		
Street Address:	Case Postale 353		
Internal Address:	Intellectual Property Department		
City:	Vevey		
State/Country:	SWITZERLAND		
Postal Code:	1800		
Entity Type:	Societe Anonyme: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2565148	COUNTRY SPIRIT	
CORRESPONDENCE DATA			
Fax Number:	(314)982-1613		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	314-982-4081		
Email:	Bonnie.Sparks@purina.nestle.com		
Correspondent Name:	Bonnie S. Sparks		
Address Line 1:	Checkerboard Square		
Address Line 2:	Intellectual Property Department 11T		
Address Line 4:	St. Louis, MISSOURI 63164		
DOMESTIC REPRESENTATIVE			
Name:	Bonnie S. Sparks		
Address Line 1:	Checkerboard Square		

OP \$40.00 2565148

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TRADEMARK
REEL: 003673 FRAME: 0357

Address Line 2: Nestle Purina PetCare Company
Address Line 4: St. Louis, MISSOURI 63164

NAME OF SUBMITTER: Bonnie S. Sparks

Signature: /bssparks/

Date: 12/07/2007

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is by and between Land O'Lakes, Inc., a corporation of the State of Minnesota having offices at 4001 Lexington Avenue North, Arden Hills, Minnesota 55126 ("Assignor") and Societe des Produits Nestle S.A., a Societe Anonyme of Switzerland having offices at Intellectual Property Department, Case Postale 353, Vevey, Switzerland 1800 ("Assignee"). The effective date of this Assignment shall be the date of the last signature required for full execution of the Assignment by both Assignor and Assignee (the "Effective Date").

WHEREAS, Assignor owns the mark COUNTRY SPIRIT for *pet food, namely, dog and cat food* and U.S. Trademark Registration 2,565,148 therefor (collectively, the "Trademark"); and

WHEREAS, Assignee desires an assignment of all of Assignor's right, title and interest in and to the Trademark, worldwide and in perpetuity, in exchange for consideration as set forth herein.

NOW, THEREFORE, in view of the foregoing premises, the following mutual covenants and obligations, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Within thirty (30) days of the Effective Date, Assignee shall make a one-time lump sum payment to Assignor in the amount of ten-thousand U.S. dollars (US\$10,000.00).

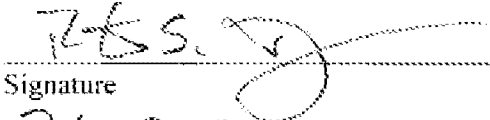
2. In exchange for the payment set forth in Section 1, Assignor hereby assigns to the Assignee all of its right, title and interest in and to the Trademark, together with the goodwill of the business associated with and symbolized by the Trademark, and all causes of actions, claims, demands or other rights in respect of any infringement or other violation of rights, including, without limitation, any past infringement or other violation of rights, with respect to the Trademark.

3. Assignor agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other documents as Assignee may reasonably request to record this Assignment in any jurisdiction where a recording of this Assignment may be effected and to otherwise fully effectuate this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment by and through their respective duly authorized representatives.

LAND O'LAKES, INC.

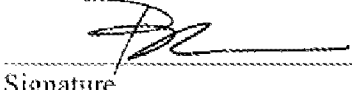
By:


Signature

Peter S. Jansyn, VP & General Counsel
Printed Name and Title

SOCIETE DES PRODUITS NESTLE S.A.

By:


Signature

Bonnie S. Sparks, Trademark Counsel
Printed Name and Title