

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/28/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S&M NuTec, LLC		12/22/2008	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Nutro Products, Inc.		
Street Address:	315 Cool Springs Boulevard		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3220981		
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2028576000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Cristina A. Carvalho		
Address Line 1:	1050 Connecticut Avenue, NW		
Address Line 2:	TM Docket		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-5339		
ATTORNEY DOCKET NUMBER:	NUTEC MERGER TO NUTRO		
NAME OF SUBMITTER:	Jason J. Mazur		

OP \$40.00 3220981

900125824

**TRADEMARK
 REEL: 003927 FRAME: 0069**

Signature:	/Jason J. Mazur/
Date:	01/28/2009
<p>Total Attachments: 17</p> <p>source=Merger Document#page1.tif source=Merger Document#page2.tif source=Merger Document#page3.tif source=Merger Document#page4.tif source=Merger Document#page5.tif source=Merger Document#page6.tif source=Merger Document#page7.tif source=Merger Document#page8.tif source=Merger Document#page9.tif source=Merger Document#page10.tif source=Merger Document#page11.tif source=Merger Document#page12.tif source=Merger Document#page13.tif source=Merger Document#page14.tif source=Merger Document#page15.tif source=Merger Document#page16.tif source=Merger Document#page17.tif</p>	

File Number:

Date Filed: 12/24/2008

Effective Date: 12/28/2008

Robin Carnahan

Secretary of State

ARTICLES OF MERGER
OF LIMITED LIABILITY COMPANY

Pursuant to the Missouri Limited Liability Company Act, the undersigned certify the following:

1. The name and jurisdiction of organization of each limited liability company and/or other entity which is to merge is: S&M NuTec, LLC, a Missouri limited liability company, and Nutro Products, Inc., a California corporation.
2. The surviving entity and the jurisdiction of its organization or formation is Nutro Products, Inc., a California corporation.
3. The name of the surviving entity is "Nutra Products, Inc."
4. This merger was authorized and approved by the members of each party to the merger in accordance with the laws of Missouri and California.
5. The articles of incorporation of the surviving California corporation are not amended as a result of the merger.
6. The address to which the service of process in any proceeding shall be mailed is: Mars Petcare US, Inc., c/o Corporate Secretary, 315 Cool Springs Boulevard, Franklin, Tennessee 37067.
7. The executed agreement of merger is on file at the principal place of business of the surviving limited liability company or other entity, the address of which is: 315 Cool Springs Boulevard, Franklin, Tennessee 37067.
8. A copy of the agreement of merger will be furnished by the surviving entity, on request and without cost, to any member or owner of any entity that is a party to the merger.
9. The effective date of this document is as follows: December 28, 2008.

[signature page follows]

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State of Missouri
Merger - Other 17 Page(s)



T0836416516 TRADEMARK

REEL: 003927 FRAME: 0071

In affirmation thereof the facts stated above are true:

By: S&M NUTEC, LLC


Authorized Signature

Peter Seka
Printed Name

12/19/2008
Date

Assistant Secretary of
Mars, Incorporated, its sole member/manager
Title

By: NUTRO PRODUCTS, INC.

(see attached)

Authorized Signature

Sandip Grewal
Printed Name

Date

Chief Financial Officer and Vice President
Title

[Signature Page to Missouri Articles of Merger]

In affirmation thereof the facts stated above are true:

By: S&M NUTEC, LLC

(see attached)

Authorized Signature

Peter Seka

Printed Name

Date

Title

By: NUTRO PRODUCTS, INC.



Authorized Signature

Sandip Grewal
Printed Name

12/22/08

Date

Chief Financial Officer and Vice President

Title

[Signature Page to Missouri Articles of Merger]

**State of California
Secretary of State**

CERTIFICATE OF FILING

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the 23rd day of December, 2008, there was filed in this office a(n)
AGREEMENT AND PLAN OF MERGER merging **S&M NUTEC, LLC** a(n)
Missouri limited liability company, into **NUTRO PRODUCTS, INC.**, a California
corporation, and the surviving corporation, by the terms of said agreement.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day
of December 24, 2008.



Debra Bowen

DEBRA BOWEN
Secretary of State

WMM

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 12 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 24 2008

A handwritten signature in cursive script that reads "Debra Bowen".

DEBRA BOWEN
Secretary of State

A0685954

DOCUMENT #9

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

EFFECTIVE
DATE
DEC 28 2008

**AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
S&M NUTEC, LLC AND NUTRO PRODUCTS, INC.**

DEC 28 2008

This AGREEMENT AND PLAN OF MERGER dated as of December 22, 2008 (this "Agreement") is entered into by and between S&M NuTec, LLC, a Missouri limited liability company ("S&M NuTec") and Nutro Products, Inc., a California corporation ("Nutra").

RECITALS

WHEREAS, S&M NuTec and Nutro are parties to a transaction whereby (i) SSSI, LLC, a Delaware limited liability company, shall merge with and into Mars Petcare US, Inc., a Delaware corporation ("*Petcare*"), which merger (the "*SSSI Merger*") shall become effective on December 27, 2008 at 8 p.m. Eastern Standard Time at which time Petcare shall become the sole stockholder of Nutro, (ii) Mars, Incorporated, a Delaware corporation ("*Mars*"), the sole member of S&M NuTec and the sole stockholder of Petcare, shall contribute to Petcare its entire membership interest in S&M NuTec, which contribution (the "*S&M NuTec Contribution*") shall become effective on December 27, 2008 at 9 p.m. Eastern Standard Time at which time Petcare shall become the sole member of S&M NuTec, and (iii) S&M NuTec shall merge with and into Nutro, which merger shall become effective on December 28, 2008 at 12 a.m. Pacific Standard Time (i.e., 3 a.m. Eastern Standard Time) (the "*S&M NuTec Merger*").

WHEREAS, prior to the Effective Time (as defined in Section 1.1 below), the SSSI Merger and the S&M NuTec Contribution shall have occurred and, therefore, S&M NuTec and Nutro shall each be indirect wholly-owned subsidiaries of Mars;

WHEREAS, the parties hereto desire to effect the S&M NuTec Merger providing for the merger of S&M NuTec with and into Nutro, as a result of which the separate existence of S&M NuTec shall cease, and Nutro shall be the surviving entity (sometimes referred to herein as the "*Surviving Entity*") and shall continue its existence under the laws of the State of California; and

WHEREAS, the S&M NuTec Merger shall be accomplished by the filing of this Agreement with the Secretary of State of the State of California together with an officers' certificate of Nutro and a certificate of merger ("*Certificate of Merger*") for each constituent other business entity (collectively, the "*California Merger Documents*") which contains such provisions as are required by applicable law, consistent with the terms specified herein;

WHEREAS, following the filing of the California Merger Documents with the Secretary of State of the State of California, the parties hereto shall cause the filing of articles of merger (the "*Articles of Merger*") with the Secretary of State of the State of Missouri, which contains such provisions as are required by applicable law, consistent with the terms specified herein; and

WHEREAS, S&M NuTec is treated as a disregarded entity for U.S. federal income tax purposes, and the S&M NuTec Merger is intended to qualify under Section 351 of the Internal Revenue Code of 1986, as amended.

TRADEMARK

REEL: 003927 FRAME: 0076

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I

THE MERGER AND RELATED MATTERS

1.1 **Filing of the Certificate of Merger; Effective Time.** The S&M NuTec Merger will become effective on December 28, 2008 at 12 a.m. Pacific Standard Time (i.e., 3 a.m. Eastern Standard Time) (the "*Effective Time*") following the filing of this Agreement together with an officers' certificate of Nutro and a Certificate of Merger for each constituent other business entity with the California Secretary of State in accordance with applicable California law.

1.2 **The Merger.** At the Effective Time, the separate existence of S&M NuTec shall cease and Nutro, as the Surviving Entity, shall (i) continue to possess all assets, rights, powers and property (real, personal and mixed) of Nutro as constituted immediately prior to the Effective Time, (ii) be subject to all actions previously taken by the members, board of directors and officers of S&M NuTec, (iii) succeed, without other transfer, to all of the assets, rights, powers and property (real, personal and mixed) of S&M NuTec, in the manner more fully set forth in Section 1107 of the California Corporations Code (the "*CCC*"), and (iv) succeed, without other transfer, to all of the debts, liabilities and obligations of S&M NuTec in the same manner as if Nutro had itself incurred them, as more fully provided under the applicable provisions of the CCC. At the Effective Time: (A) the corporate name of the Surviving Entity shall be "Nutro Products, Inc.", (B) the articles of incorporation of Nutro in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Entity following the S&M NuTec Merger unless and until the same shall be amended or repealed in accordance with the provisions thereof, (C) the bylaws of Nutro in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Entity following the S&M NuTec Merger unless and until the same shall be amended or repealed in accordance with the provisions thereof, (D) the sole stockholder of Nutro prior to the S&M NuTec Merger shall be the sole stockholder of the Surviving Entity immediately following the Effective Time, and (E) the officers of Nutro prior to the S&M NuTec Merger shall be the officers of the Surviving Entity immediately following the Effective Time, and such persons shall serve in such offices for the terms provided by law or in the bylaws or until their respective successors are elected or appointed, as applicable.

1.3 **Conversion of Shares and Interests.** At the Effective Time, by virtue of the Merger and without any action by the owners of the outstanding shares of capital stock or membership interests, or any other person, (i) all of the issued and outstanding shares of capital stock of Nutro shall remain issued and outstanding, and (ii) all of the issued and outstanding membership interests of S&M NuTec shall be cancelled without consideration.

1.4 **Cooperation; Best Efforts.** Each of the parties will use its respective best efforts to consummate the transactions contemplated by the California Merger Documents and the Articles of Merger and will cooperate in any action necessary or advisable to facilitate such consummation including, without limitation, making all filings required in order to obtain any necessary consents or comply with law and providing any information required in connection therewith.

1.5 **Change in Structure of Transactions.** Notwithstanding anything in this Agreement to the contrary, if at any time prior to the filing of this Agreement together with an officers' certificate of Nutro and a Certificate of Merger for each constituent other business entity with the Secretary of State of the State of California, it shall appear that a change in the structure of the transaction contemplated hereby shall be necessary or desirable in order to comply with applicable law or the requirements of regulatory authorities having jurisdiction over the transaction or for any other reason, the parties hereto agree to cooperate in making such changes in this Agreement, officers' certificate, the Certificate of Merger, the Articles of Merger and other documents contemplated hereby and in taking such other actions as may be required to effectuate such changes.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE MERGING PARTIES

2.1 **S&M NuTec Representations and Warranties.** S&M NuTec represents and warrants to, and covenants with, Nutro that the execution, delivery and performance of the California Merger Documents and the Articles of Merger have been duly and validly authorized and approved by the board of directors and sole member of S&M NuTec.

2.2 **Nutro Representations and Warranties.** Nutro represents and warrants to, and covenants with, S&M NuTec that the execution, delivery and performance of the California Merger Documents and the Articles of Merger have been duly and validly authorized and approved by the board of directors and sole stockholder of Nutro.

ARTICLE III

TERMINATION OF THE AGREEMENT

3.1 **Termination of Agreement and Abandonment of Merger.** Anything herein contained to the contrary notwithstanding, this Agreement, the Certificate of Merger and the Articles of Merger may be terminated at any time before the S&M Nutec Merger is effective, whether before or after approval by the boards of directors of S&M NuTec or Nutro, the sole member of S&M NuTec or the sole stockholder of Nutro, upon the written consent of the parties hereto.

ARTICLE IV

GENERAL

4.1 **Amendments.** Subject to applicable law, the California Merger Documents or the Articles of Merger may be amended in writing, whether before or after the relevant approvals of the board of directors at any time prior to the filing of this Agreement together with an officers' certificate of Nutro and a Certificate of Merger for each constituent other business entity with the Secretary of State of the State of California.

4.2 **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the internal laws of the State of California without taking into account provisions regarding choice of law.

4.3 **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, addressed:

If to Nutro:
Nutro Products, Inc.
315 Cool Springs Boulevard
Franklin, Tennessee 37067
Attn: Chief Financial Officer

If to S&M NuTec:
S&M NuTec, LLC
315 Cool Springs Boulevard
Franklin, Tennessee 37067
Attn: Chief Financial Officer

~~or such other address as shall be furnished in writing by any such party, and any such notice or communication shall be deemed to have been given two business days after the date of such mailing (except that a notice of change of address shall not be deemed to have been given until received by the addressee). Notices may also be sent by facsimile, telegram, telex or hand delivery and in such event shall be deemed to have been given as of the date received.~~

4.4 **No Assignment.** Neither the California Merger Documents nor the Articles of Merger may be assigned by the parties hereto, by operation of law or otherwise.

4.5 **Headings.** The description headings of the Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

4.6 **Counterparts.** This Agreement may be executed by facsimile or pdf transmitted via email in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties hereto.

4.7 **Entire Agreement.** This Agreement and certificates required to be delivered hereunder and any amendments hereafter executed and delivered in accordance with Section 4.1, constitute the entire agreement of the parties hereto pertaining to the transaction contemplated hereby. This Agreement is not intended to confer upon any other person any rights or remedies hereunder.

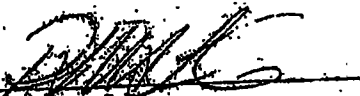
4.8 **Waiver.** Any party hereto may waive any of the conditions to its obligations. No waiver of a condition shall constitute a waiver of any of such party's other rights or remedies, at law or in equity, or of any other conditions to such party's obligations.

[signature page follows]

MarsPetcare Merger Merger Agreement (SM Nutec Nutro).DOC

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the date set forth above.

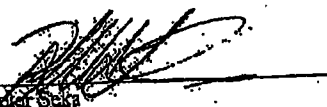
S&M NUTEC, LLC

By: 

Name: Peter Saha
Title: General Counsel, Tax and Benefits,
and Assistant Secretary of Mars,
Incorporated, Manager

NUTRO PRODUCTS, INC.

By: _____
Name: Sandip Grewal
Title: Chief Financial Officer and
Vice President

By: 
Name: Peter Saha
Title: Assistant Secretary

[Signature Page to S&M Nutec Merger Agreement]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the date set forth above.

S&M NUTEC, LLC

By: _____
Name: Peter Seka
Title: General Counsel, Tax and Benefits,
and Assistant Secretary of Mars,
Incorporated, Manager

NUTRO PRODUCTS, INC.

By: 
Name: Sandip Grewal
Title: Chief Financial Officer and
Vice President

By: _____
Name: Peter Seka
Title: Assistant Secretary

[Signature Page to S&M Nutec Merger Agreement]

**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER**


Sandip Grewal and Peter Seka hereby certify that:

1. They are the vice president and the assistant secretary, respectively, of Nutro Products, Inc., a California corporation (the "Corporation").
2. The Agreement and Plan of Merger in the form attached was duly approved by the board of directors and the sole stockholder of the Corporation.
3. The stockholder approval was by the holders of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares and the number of shares of outstanding voting shares is 2,000 shares of common stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

[Signature Page Follows]

Dated: December 22, 2008

By: 
Name: Sandip Grewal
Title: Vice President

By: (see attached)
Name: Peter Seka
Title: Assistant Secretary

[Signature Page to Certificate of Approval]

Dated: December 22, 2008

By: (see attached)
Name: Sandip Grewal
Title: Vice President

By: 
Name: Pooja Gaba
Title: Assistant Secretary

[Signature Page to Certificate of Approval]



**State of California
Secretary of State**

CERTIFICATE OF MERGER

(California Corporations Code sections 1113(g), 6019.1, 8019.1, 8840, 12540.1, 15678.4, 15911.14, 16915(b) and 17552)

JOBE MERG

IMPORTANT — Read all instructions before completing this form.

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1. NAME OF SURVIVING ENTITY Nitro Products, Inc.	2. TYPE OF ENTITY Corporation	3. CA SECRETARY OF STATE FILE NUMBER C0859166	4. JURISDICTION California						
5. NAME OF DISAPPEARING ENTITY S&M Nites, LLC	6. TYPE OF ENTITY Limited Liability Company	7. CA SECRETARY OF STATE FILE NUMBER 200421010100	8. JURISDICTION Missouri						
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.									
SURVIVING ENTITY CLASS AND NUMBER AND PERCENTAGE VOTE REQUIRED Common Stock - 2,000 > 50%		DISAPPEARING ENTITY CLASS AND NUMBER AND PERCENTAGE VOTE REQUIRED 400,000 Membership Units 75%							
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT. <input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.									
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.									
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY. PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE									
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.									
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER. Missouri Limited Liability Company Act Section 847.327		15. FUTURE EFFECTIVE DATE, IF ANY <table border="1"> <tr> <td>12</td> <td>28</td> <td>08</td> </tr> <tr> <td>(Month)</td> <td>(Day)</td> <td>(Year)</td> </tr> </table>		12	28	08	(Month)	(Day)	(Year)
12	28	08							
(Month)	(Day)	(Year)							
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.									
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED. (see attached)									
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE <i>[Signature]</i> 12/11/2008		Sandip Grewal, Vice President TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON							
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE <i>[Signature]</i> 12/11/2008		Peter Seka, Assistant Secretary TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON							
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE <i>[Signature]</i> 12/11/2008		Peter Seka, Assistant Secretary of Mars Incorporated, its sole member/manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON							
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON							
For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____									

JOBE MERG-1 (REV 01/2001)

APPROVED BY SECRETARY OF STATE

