

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
DPC Pet Specialties, LLC		09/21/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Ainsworth Pet Nutrition, Inc.		
Street Address:	18746 Mill Street		
City:	Meadville		
State/Country:	PENNSYLVANIA		
Postal Code:	16335		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3526069	AINSWORTH PET NUTRITION	
CORRESPONDENCE DATA			
Fax Number:	(814)453-4530		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8144592800		
Email:	jgula@kmgslaw.com		
Correspondent Name:	Joseph F. Gula, III		
Address Line 1:	120 West Tenth Street		
Address Line 4:	Erie, PENNSYLVANIA 16501		
ATTORNEY DOCKET NUMBER:	0044225.0000		
NAME OF SUBMITTER:	Joseph F. Gula, III		
Signature:	/Joseph F Gula/		
Date:	09/23/2010		

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Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This Assignment is effective as of the 21 day of September, 2010, by and between DPC PET SPECIALTIES LLC, a Pennsylvania limited liability company (“Assignor”) having offices located at 18746 Mill Street, Meadville, Pennsylvania 16335 and AINSWORTH PET NUTRITION, INC., a Pennsylvania corporation (“Assignee”), with offices located at 18746 Mill Street, Meadville, Pennsylvania 16335.

RECITALS

WHEREAS, the Assignor is the owner of the Trademarks along with the trade dress associated with those Trademarks described in Exhibit A and the goodwill of the business related to pet foods and pet related products (the “Products”) upon which the Trademarks are used and for which they are registered (the “Goodwill”); and

WHEREAS, the Assignor desires to convey, transfer, assign and deliver to the Assignee all of its right, title and interest in and to the Trademarks and trade dress along with the Goodwill related thereto.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in consideration for the mutual promises, covenants and agreements made below, the parties, intending to be legally bound, agree as follows:

ASSIGNMENT

1. The Assignor hereby conveys, transfers, assigns and delivers to the Assignee all of its right, title and interest and to the Trademarks, together with (1) the Goodwill; (2) all income, royalties and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.

2. No share, interest, assignment or other right to the Trademarks has been transferred, assigned, or granted to any other party except as disclosed to the Assignee in this Agreement. The following shares, rights, or other interests in the Trademarks have been granted by the Assignor:

NONE.

3. The Assignor further conveys, transfers, assigns, delivers and contributes to the Assignee all rights in the trade dress, labels and designs associated with the Trademarks.

4. The Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title and interest in the Trademarks.

GENERAL PROVISIONS

1. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assignees of the parties to this Assignment.

2. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this assignment or any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

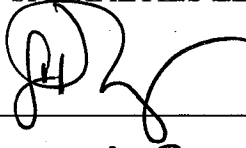
3. If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms.

4. This Assignment shall be governed by the laws of the Commonwealth of Pennsylvania applicable to assignments made and fully performed in the Commonwealth of Pennsylvania without regard to any conflicts of law provisions.

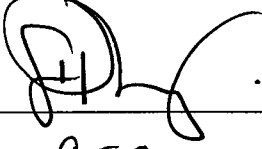
5. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, or any official of any jurisdiction whose duty is to issue trademark registrations, to issue the certificate of registration for any registration resulting from the Trademarks listed on the attached Exhibit A to the Assignee, and to its successors or assigns, in accordance with the terms of this instrument.

6. The parties below have carefully reviewed and agree to and accept this agreement's terms and conditions and are executing this Assignment as of the effective date first written above.

ASSIGNOR:
DPC PET SPECIALTIES LLC

By:  _____
Title: MEMBER

ASSIGNEE:
AINSWORTH PET NUTRITION, INC.

By:  _____
Title: CEO

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Crawford)

ss:

On this, the 21 day of September, 2010, before me, a Notary Public, the undersigned officer, personally appeared Seon P. Yang, who acknowledged him self to be Member of DPC Pet Specialties LLC, and that as such, he is authorized to do so, executed the foregoing Assignment for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cynthia L. Yoder
COMMONWEALTH OF PENNSYLVANIA
Notary Public
NOTARIAL SEAL
Cynthia L. Yoder, Notary Public
Meadville, Crawford County
My Commission Expires Oct. 30, 2013

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Crawford)

ss:

On this, the 21 day of September, 2010, before me, a Notary Public, the undersigned officer, personally appeared Seon P. Yang, who acknowledged him self to be CEO of Ainsworth Pet Nutrition, Inc., and that as such, he is authorized to do so, executed the foregoing Assignment for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cynthia L. Yoder
Notary Public
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Cynthia L. Yoder, Notary Public
Meadville, Crawford County
My Commission Expires Oct. 30, 2013

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EXHIBIT A

Registration No. 3,526,069 for "Ainsworth Pet Nutrition" which was registered in the Supplemental Register on October 28, 2008 in the United States Patent and Trademark Office pursuant to Serial No. 77/425,814 filed on March 19, 2008 in Class 31 for animal litter; consumable pet chews; pet beverages; pet food; pet treats.

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