

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEWART PET PRODUCTS, LTD.		12/14/2002	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	MIRACLECORP OF AUSTRALIA		
Street Address:	7542 McEwen Road		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45459		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1655915	LIFE PHASE	
Registration Number:	1707741	THE TREAT PROFESSIONALS	
CORRESPONDENCE DATA			
Fax Number:	(937)443-6635		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	937-443-6600		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Roger H. Bora, Esq.		
Address Line 1:	P.O. Box 8801		
Address Line 4:	Dayton, OHIO 45401-8801		
ATTORNEY DOCKET NUMBER:	534178-00001		
NAME OF SUBMITTER:	Roger H. Bora		
Signature:	/Roger H. Bora/		
Date:	10/15/2010		

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**TRADEMARK**

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**REEL: 004297 FRAME: 0039**

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is being executed as of the 14 day of December, 2002 by STEWART PET PRODUCTS, LTD., an Indiana corporation having its principal office at 701 South Main Street, South Bend, Indiana 46601 ("Assignor"), under the following circumstances:

A. Pursuant to an Asset Purchase Agreement of even date herewith between Assignor and Miraclecorp of Australia, an Ohio corporation having its principal place of business at 7542 McEwen Road, Dayton, Ohio 45459 ("Assignee"), Assignee is acquiring the business and substantially all of the assets of Assignor.

B. Assignor owns and has adopted various trademarks including those listed on Exhibit 1 hereto. Such trademarks are included in the assets being acquired by Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in the trademarks listed in Exhibit 1 hereto, the common law rights associated therewith and the registrations and applications therefor, in the United States and countries foreign thereto, and all of the goodwill of the business associated with the use of and symbolized by said trademarks together with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

For the above consideration, Assignor agrees promptly upon request of the Assignee, its successors or assigns, to execute and deliver without further compensation any papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the trademarks and any rights therein, in the United States and in any country foreign thereto.

IN WITNESS WHEREOF, STEWART PET PRODUCTS, LTD., by its duly authorized officer, does hereby set its hand and seal as of this 14 day of December, 2002.

STEWART PET PRODUCTS, LTD.

By: K. K. Logue

Name: K. K. Logue

Title: Vice President

State of INDIANA )  
 )  
County of ST. JOSEPH )

ss:


*K. Kitson Logue, J.P.*  
K. Kitson Logue, Vice President

Before me, a notary public for the above country and state, personally appeared K. KITSON LOGUE, who is to me personally known, and acknowledged that he/she executed the foregoing Assignment on behalf of the Assignor named therein, and that such execution is his/her free act and deed and the free act and deed of the Assignor.

*E. W. Logue*  
Notary Public

**EXHIBIT 1 TO TRADEMARK ASSIGNMENT**

**Registered Trademarks**

Mark	Country	Application No. (App. Date)	Registration No. (Reg. Date)	Status
	United States	75/826,720 (Oct. 19, 1999)	2,379,653 (Aug. 22, 2000)	Registered
FIBER FORMULA	Benelux	793181 (Feb. 15, 1993)	528018 (Feb. 15, 1993)	Registered
FIBER FORMULA	Canada	721,363 (Jan. 27, 1993)		Pending
FIBER FORMULA	Germany	ST1839131 (Feb. 8, 1993)	2053017 (Dec. 28, 1993)	Registered
FIBER FORMULA	Mexico	159046 (Jan. 1, 1993)	447,488 (Jan. 22, 1993)	Registered
FIBER FORMULA	United States	719,254 (Mar. 26, 1988)	1,582,077 (Feb. 6, 1990)	Registered
LIFE PHASE	Canada	678,370 (Mar. 20, 1991)	425,890 (Apr. 8, 1994)	Registered
LIFE PHASE	Japan	81489/1991 (Aug. 2, 1991)	2608167 (Dec. 24, 1993)	Registered
LIFE PHASE	United Kingdom	2264171 (Mar. 14, 2001)	2264171 (Mar. 14, 2001)	Registered
LIFE PHASE	United States	017,915 (Jan. 10, 1990)	1,655,915 (Sep. 3, 1991)	Registered
OBEY	European Community	842815 (Jun. 4, 1998)	842815 (Jun. 4, 1998)	Registered
PET VENDING	United States	76/267,367 (Jun. 5, 2001)	Registration pending use in commerce <sup>1</sup>	Pending
POCKET-RIGHT	United States	75/826,914 (Oct. 19, 1999)	Agreement to use via contract <sup>2</sup>	Pending
SMOCK POCKET	United States	75/826,717 (Oct. 19, 1999)	To be abandoned <sup>3</sup>	Pending
THE BOND BUILDER	United States	75/832,519 (Oct. 25, 1999)	2,470,529 (Jul. 17, 2001)	Registered
THE TREAT PROFESSIONALS	United States	74/212,165 (Oct. 15, 1991)	1,707,741 (Aug. 8, 1992)	Registered

- 1 Product needs to be used in commerce before (file statement of use) April 16, 2002
- 2 In an agreement for the use of POCKET-RIGHT with Stewart products, we agreed to abandon registration of POCKET-RIGHT and SMOCK POCKET
- 3 Will be abandoned as part of the Chef America agreement to use POCKET-RIGHT

**Common Law Trademarks/Tradenames**

Rice Formula

Flavor Enhancer

Stewart

276098