

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
BLACK GOLD PET FOODS, INC.		04/22/2011	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	SUNSHINE MILLS, INC.		
Street Address:	500 6TH STREET SW		
City:	RED BAY		
State/Country:	ALABAMA		
Postal Code:	35582		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3667560	OLD GLORY	
CORRESPONDENCE DATA			
Fax Number:	(256)718-0905		
Phone:	(256) 718-3600		
Email:	JSUTHERLAND@PELAW.NET		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	JOSHUA A. B. SUTHERLAND		
Address Line 1:	P.O. BOX 1436		
Address Line 4:	FLORENCE, ALABAMA 35630		
ATTORNEY DOCKET NUMBER:	SUNSHINE MILLS, INC.		
NAME OF SUBMITTER:	JOSHUA A. B. SUTHERLAND		
Signature:	/JABS/		
Date:	10/10/2011		
Total Attachments: 1 source=Trademark Assignment#page1.tif			

OP \$40.00 3667560

EXHIBIT 1.1

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), is made and entered into this 22 day of APRIL, 2011, by and between BLACK GOLD PET FOODS, INC., a Missouri corporation (hereinafter "Assignor"), located at located at 12115 Highway 28 West, P.O. Box 209, Vienna, Missouri 65582, and Sunshine Mills, Inc., a Delaware corporation (hereinafter "Assignee"), located at 500 6th Street Southwest, Red Bay, Alabama 35582.

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademark OLD GLORY® as reflected in United States Patent and Trademark Office Registration Number 3667560 (the "Mark"); and,

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Mark, including any applications and/or registrations thereon and any common law trademark rights therein, in the United States and throughout the world, and all trade dress associated therewith, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringement thereof, and all trade dress associated therewith .

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby absolutely and irrevocably sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Mark, including any applications and/or registrations thereon and any common law trademark rights therein, in the United States and throughout the world, and all trade dress associated therewith, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringement thereof.

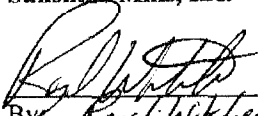
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be signed and executed on the date and year first above written.

Black Gold Pet Foods, Inc.

By: 

JOHN ALLEN
Its OWNER

Sunshine Mills, Inc.


By: Royal Wicker

Its COO