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FORM PTO 1594
(Rev. 6-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



B 1 2 2002

OMB No. 0651-0011 (exp. 4/94)

102006471

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MRD 2-12-02

1. Name of conveying party(ies):
Russell G. McKenzie

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Hubbard Feeds Inc. _____
Internal Address: _____
Street Address: 424 N. Riverfront Drive _____
City: Mankato State: MN ZIP: 56002 _____

Individual(s) _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Minnesota _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 10, 2002

4. Application number(s) or patent number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,269,957

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: A. Minnie Alexander _____
Internal Address: Dorsey & Whitney LLP _____

Street Address: Suite 1500, 50 South Sixth Street _____

City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40 _____

Enclosed
 Authorized to be charged to deposit account _____

8. Deposit account number:
04-1420 _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

A. Minnie Alexander _____
Name of person Signing

Minnie Alexander _____
Signature

02/12/02 _____
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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Director - U.S. Patent and Trademark Office
Attention: BOX ASSIGNMENT
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 002456 FRAME: 0243

ASSIGNMENT OF TRADEMARKS

WHEREAS, RUSSELL G. MCKENZIE (Assignor), an Oklahoma resident, is the owner of the entire right, title and interest in and to all of the trademarks identified on Appendix A hereto (collectively, the "Trademarks");

WHEREAS, HUBBARD FEEDS, INC. (Assignee), a Minnesota corporation, desires to acquire all right, title and interest of the Assignor in and to all of such Trademarks;

NOW, THEREFORE, for good and valuable consideration, as set forth in the Asset Purchase Agreement dated January 10, 2002 by and between Pound.A.Day, Inc., an Oklahoma corporation, McKenzie International, Inc., an Oklahoma corporation, each of which owns assets related to the Trademarks, Assignor and Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee, all of his respective right, title and interest in and to the Trademarks, and goodwill associated therewith, all as is set forth in the aforesaid Asset Purchase Agreement. Assignor hereby covenants and agrees that he will not execute in writing or do any act conflicting with these presents, and that he will at any time upon request, without further or additional consideration, but at the expense of the Assignee execute such additional writings and do such additional acts as Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant.

