

11-24-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Scott Pet Products, Inc.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 11/04/2003

2. Name and address of receiving party(ies)

Name: Vision International, L.L.C.

Internal

Address:

Street Address: 504 San Patricio Drive

City: Plano State: TX Zip: 75025

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/379,313; 76/379,314; 76/379,321; 76/379,856; 76/379,874

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Geoffrey A. Mantooth

Internal Address:

Decker, Jones, McMackin, McClane, Hall & Bates

Street Address: Burnett Plaza, Suite 2000

801 Cherry Street, Unit #46

City: Fort Worth State: TX Zip: 76102

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

23-2770

DO NOT USE THIS SPACE

9. Signature.

Geoffrey A. Mantooth

Name of Person Signing

Signature

November 17, 2003

Date

11/21/2003 EC00PER 00000041 76379321

Total number of pages including cover sheet, attachments, and document: 3

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Mall documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002868 FRAME: 0512

TRADEMARK ASSIGNMENT

THIS Trademark Agreement is made and entered into by and between Scott Pet Products, Inc. a corporation organized and existing by virtue of the laws of the State of Indiana, having an office and place of business at Highway 41 North, Rockville, Indiana 47872 (hereinafter referred to as "Scott") and Vision International, L.L.C., a corporation organized and existing by virtue of the laws of the State of Texas, having an office and place of business at 3504 San Patricio Drive, Plano, Texas 75025 (hereinafter referred to as "Vision");

WHEREAS, by way of a previous arrangement with Vision, Scott filed the following intent-to-use federal Applications for registration of Trademarks:

Table with 2 columns: Application Serial No. and Trademark. Rows include 76/379,313 (PORK TWISTZ), 76/379,314 (PORK EARZ), 76/379,321 (PORK ROASTZ), 76/379,856 (PORK CHOPZ), and 76/379,874 (PORK CHEWZ).

WHEREAS, Vision is desirous of acquiring an interest in the Trademarks;

NOW, THEREFORE, be it known by all whom it may concern, that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to Scott in hand paid, the receipt of which is hereby acknowledged, Scott hereby assigns and transfers to Vision all of its rights, title and interest throughout the world in and to the Trademarks and the Applications, together with the goodwill of the business symbolized by the Trademarks, and including, without limitation, all of the rights and privileges pertaining to the Trademarks and any registrations and any extensions and continuations thereof. The assignment of these five Trademarks of April 1, 2003 is hereby revoked and superceded by this present assignment.

Scott covenants and agrees that it will at any time, upon the request and at the expense of Vision, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to said Trademarks, Applications and registrations.

Scott Pet Products, Inc.

By:

Handwritten signature of Michael Bassett

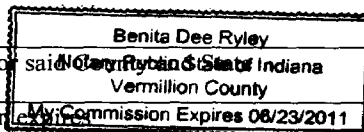
Michael Bassett, President

STATE OF Indiana §
COUNTY OF Vermillion §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael Bassett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Scott Pet Products, Inc. with authority to do so and for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of November, 2003.

SEAL



Notary Public for said County and State of Indiana
Print Name Benita Dee Ryley
My Commission Expires 08/23/2011

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