

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Green Bay Pet Food Company		12/26/2012	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carnivore Meat Company, LLC		
<b>Street Address:</b>	PO Box 9227		
<b>City:</b>	Green Bay		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54308		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WISCONSIN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3914972	VITAL ESSENTIALS	
<b>Serial Number:</b>	85755295	KITTY CUP	
<b>Serial Number:</b>	85755333	ONE CUP... ONE CAT...ONE MEAL.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142259753		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	414-225-9755		
<b>Email:</b>	docketing@boylefred.com		
<b>Correspondent Name:</b>	Mathew E. Corr		
<b>Address Line 1:</b>	840 North Plankinton Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53203		
<b>ATTORNEY DOCKET NUMBER:</b>	2117.001		
<b>NAME OF SUBMITTER:</b>	Mathew E. Corr		

CH \$90.00 3914972

Signature:	/Mathew E. Corr/
Date:	01/21/2013
Total Attachments: 2 source=00577647#page1.tif source=00577647#page2.tif	

**BILL OF SALE AND ASSIGNMENT**

**GREEN BAY PET FOOD COMPANY**, a Wisconsin corporation ("Seller"), for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby sells, conveys, bargains, grants, transfers and assigns onto **CARNIVORE MEAT COMPANY LLC**, a Wisconsin limited liability company ("Buyer"), all right, title and interest in the assets of Seller, including, but not limited to, the assets described in the attached **Exhibit A**.

The Assets are being transferred to Buyer pursuant to the terms of the Option Agreement executed between Seller, Carl W. Kuehne, Buyer (assignee in interest to Lanny Viegut), and Ontario Road LLC dated September 30, 2011 (the "Option Agreement"). Seller warrants and represents to Buyer that the Assets are free and clear of all liens, claims and encumbrances (excepting the liens of Nicolet National Bank and CK Holdings, LLC). Seller makes no other representations and warranties with respect to the Assets.

Dated the 26th day of December, 2012.

**SELLER:**

**GREEN BAY PET FOOD COMPANY**

By: 

Name: Carl W. Kuehne

Title: Chairman of the Board of Directors

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Exhibit A

All tangible and intangible assets (collectively the "Assets") owned by Seller that are used in, or necessary for the conduct of the Seller's business (the "Business"), including, without limitation:

(A) All equipment, machinery, computers, vehicles and related items used in the operation of the Business;

(B) All inventories, supplies and spare parts and raw materials of Seller used in the operation of the Business;

(C) All accounts receivable relating to or arising out of the Business and all prepaid expenses of Seller;

(D) All computer software (including documentation and related object and source codes), technologies, methods, formulations, data bases of Seller, and all trade secrets, customer and supplier lists, know-how, inventions, rights under any patent, trademark, service mark, trade name or copyright, whether registered or unregistered, and any applications therefor, including the names "Green Bay Pet Food Company," "Vital Essentials," all websites, domain names, phone and fax numbers and other intangible assets of Seller, including the goodwill of the Business;

(E) all of Seller's rights, claims, credits, causes of action or rights of set-off relating directly or indirectly to the Assets or the Business, whether choate or inchoate, known or unknown, contingent or non-contingent, including claims pursuant to all warranties, representations and guarantees made by suppliers, manufacturers, contractors and other third parties in connection with products or services purchased by or furnished to Seller;

(F) all insurance benefits and rights, including payment rights and proceeds, associated with property casualty policies Seller has carried for the Assets for claims made prior to the Closing or for claims made after the Closing Date for occurrences prior to or on the Closing Date;

(G) Seller's unemployment account; and

(H) All rights under express or implied warranties relating to the foregoing listed assets.