

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

NATURAL POLYMER INTERNATIONAL CORPORATION

- Individual(s)
- Partnership
- Corporation- State: DELAWARE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 9/21/12

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: TRU Rx LLC

Street Address: 500 E. SHORE DRIVE, SUITE 120

City: EAGLE

State: ID

Country: USA Zip: 83616

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship IDAHO

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)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

Serial No. 78116819; Registration No. 2733488

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

MINTIES

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

Name: TRU Rx LLC

Internal Address: \_\_\_\_\_

Street Address: 500 E. SHORE DRIVE, SUITE 120

City: EAGLE

State: ID Zip: 83616

Phone Number: 208 331-5340

Docket Number: \_\_\_\_\_

Email Address: baldner@lawidaho.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00**

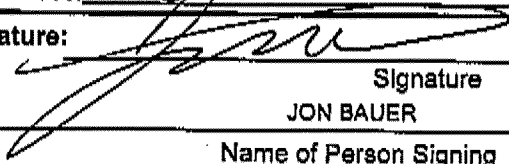
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature  
JON BAUER  
Name of Person Signing

10/9/2012

Date

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 78116819

## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

21 This Trademark Purchase and Assignment Agreement (this "Agreement") is made and entered into as of September 2012 (the "Effective Date"), by and between TRU RX LLC, an Idaho limited liability company, having a business address of 500 E. Shore Drive, Eagle ID 83616 ("Buyer"), and Natural Polymer International Corporation, having a business address of 1909 10<sup>th</sup> Street, Suite 100, Plano TX 75074 ("Seller").

### RECITALS

WHEREAS, Seller is the owner of the United States trademark "Minties" for use for edible dog bone chew treats;

WHEREAS, Seller desires to sell and assign to Buyer, and Buyer desires to buy from Seller the United States trademark "Minties" subject to the terms and conditions of this Agreement.

### AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

### ARTICLE I. DEFINITIONS

#### SECTION 1.01 DEFINED TERMS.

As used in this Agreement, the following defined terms have the meanings described below (terms not otherwise defined herein shall have the meaning assigned in the Distribution Agreement):

- (a) "Contract" means any and all legally binding commitments, contracts, purchase orders, license, security agreements, leases, or other agreements, whether written or oral.
- (b) "Effective Date" is defined in the Introductory paragraph.
- (c) "Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.
- (d) "Trademark" means the United States registered trademarks for "Minties" as set forth on Schedule A attached hereto, as well as any state or common law trademarks for "Minties" together with all of the following related thereto: (i) goodwill; (ii) any and all rights to sue for present or future infringements; or misappropriations; (iii) any and all rights to use such trademarks as part of a Internet domain name or Internet Web Site; and (iv) any other rights or interests associated with the trademark. Also included within the definition of Trademark shall be the rights to utilize the trademark Minties in Canada and Mexico, but notwithstanding anything contained herein to the contrary, Seller makes no representations that it in fact has trademark protection for "Minties" in either Mexico or Canada. Seller does, however, agree to refrain from utilizing, or assisting others from utilizing, the mark "Minties" in either Canada or Mexico. Buyer and Seller agree that the definition "Trademark" excludes any and all rights related to "Minties" outside the United States, Canada and Mexico as such rights are retained by Seller.
- (e) "Trademark Assignment Agreement" means a trademark assignment agreement by and between Buyer and Seller, substantially in the form of Exhibit A.

ARTICLE II.  
PURCHASE AND SALE OF ASSETS

SECTION 2.01 PURCHASE AND SALE OF ASSETS.

(a) Subject to the terms and conditions of this Agreement, on the Effective Date, Seller shall irrevocably assign, sell, transfer, convey, and deliver to Buyer any and all of Seller's right, title and interest, in and to the Trademark.

(b) Subject to the terms and conditions of this Agreement, on the Effective Date, Buyer shall purchase, acquire and accept from Seller the Trademark.

ARTICLE III.  
PURCHASE PRICE AND PAYMENT  
OPTION TO REPURCHASE

SECTION 3.01 PURCHASE PRICE.

As consideration for the Trademark, and subject to the terms and conditions of this Agreement, Buyer shall deliver or cause to be delivered to Seller the sum of Two Hundred Thousand and No/100 Dollars (US \$200,000) ("Purchase Price") with ~~One Hundred Thousand and No/100 Dollars (US \$100,000) paid within fifteen (15) days after the Effective Date and One Hundred Thousand and No/100 Dollars (US \$100,000) paid the earlier of (i) fifteen days after Buyer's commencement of production of products utilizing the Trademark or (ii) one (1) year after the Effective Date.~~ The Purchase Price shall be delivered into an account specified by Seller in writing.

SECTION 3.02 OPTION TO REPURCHASE

If a mutually agreeable and binding contract manufacturing agreement for the manufacture of Minties-brand products ("Manufacturing Agreement") is not entered into by the parties hereto on or before 60 days from the Effective Date (the "Manufacturing Agreement Deadline"), Seller shall have the one time right to repurchase the Trademark by sending written notice to Buyer of its option to exercise, no sooner than the second anniversary of the Effective Date of this Agreement ("Second Anniversary"), and no later than thirty days following the Second Anniversary. The purchase price for the repurchase shall be equal to the Purchase Price hereunder. In the event of such repurchase, Seller agrees that Seller shall have no rights of any kind to any production molds, purchased by Buyer prior to the exercise of the option granted herein and that are still within the possession of Buyer at the time of exercise, whether or not such molds reflect or utilize the Trademark ("Trademark Manufacturing Property"). Buyer however agrees that in the event of such a repurchase by Seller, Buyer shall not have the right to use the Trademark Manufacturing Property. Closing shall occur within thirty days of Seller's notice of exercise. The option granted herein shall become null and void in the event Buyer and Seller enter into the Manufacturing Agreement. If the Manufacturing Agreement is not entered into by the Manufacturing Agreement Deadline, Buyer may, at its option, proceed with manufacturing Minties-brand products prior to the Second Anniversary, provided, however, that any manufacturing of Minties-brand products by Buyer must be done through an exclusive manufacturing agreement with Seller.

ARTICLE IV.  
EFFECTIVE DATE

SECTION 4.01 DELIVERY.

On the Effective Date Seller shall deliver to Buyer the following: (i) an executed Trademark Assignment Agreement substantially in the form attached hereto as Exhibit A and (ii) such other certificates, instruments, documents and agreements as Buyer may reasonably request in order to cause the transfer or perfection of the transfer of the Trademark. After the Effective Date, Buyer shall deliver to Seller such certificates, instruments, documents and agreements as Seller may reasonably request.

ARTICLE V.  
REPRESENTATIONS AND WARRANTIES

SECTION 5.01 GENERAL.

Each Party to this Agreement represents and warrants to the other Party that: (i) such Party has the requisite power and authority to enter into and perform this Agreement, (ii) this Agreement has been duly authorized by all necessary action on the part of such Party; (iii) the execution and delivery and performance by each Party of this Agreement will not conflict with or result in a violation of or default under such Party's organizational documents or any judgment, order or decree of any court or arbiter to which such Party is bound or any contract, understanding or agreement to which such Party is bound or any applicable Law; (iv) this Agreement constitutes the valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws; and (v) it has received good, valuable, legal and sufficient consideration.

SECTION 5.02 LITIGATION.

Seller represents and warrants to Buyer that there is no claim, demand, litigation, action, suit, inquiry, investigation, arbitration or other proceeding pending or to its knowledge threatened against Seller, nor to the knowledge of Seller are there any facts or circumstances which could reasonably be anticipated to result in any such claims, demands, litigation, action, suit, inquiry, investigation, arbitration or other proceeding related to the Trademark, this Agreement or the transactions contemplated hereby which could have an adverse effect on the Trademark or hinder, delay or prevent the transactions contemplated hereby.

SECTION 5.03 TITLE TO THE TRADEMARK.

Seller hereby represents and warrants to Buyer that (i) it has good and marketable title to the Trademark, (ii) there are no adverse claims of ownership on or to the Trademark; and (iii) to Seller's knowledge, there exists no set of facts or circumstances that would indicate that there is any reasonable basis to believe that any Person or persons could or would assert a claim of ownership, right of possession or use in any way adverse to Buyer's rights in and to the Trademark.

SECTION 5.04 OWNERSHIP.

Seller represents and warrants to Buyer that (i) Schedule A constitutes a true and complete list and description of all United States trademarks licensed or controlled by the Seller in connection with the Trademark (ii) the Seller is the sole and exclusive owner of all right, title and interest in the Trademark, and has the exclusive right to use, license and sell the same, free and clear of any claim or conflict with the rights of others; (iii) no royalties, honorariums or fees are payable by the Seller to any Person by reason of the ownership or use of any of the rights in conjunction to the Trademark; (iv) to the knowledge of Seller, there have been no claims made against the Seller asserting the invalidity, abuse, misuse, or unenforceability of any of the Trademark and no grounds for any such claims exist; (v) the Seller has not made any claim of any violation or infringement by others of any of its Trademark or interests therein and, to the knowledge of the Seller, no grounds for any such claims exist; (vi) the Seller has not received any notice that is in conflict with or infringing upon the asserted intellectual property rights of others in connection with the Trademark.

SECTION 5.05 SURVIVAL.

All representations and warranties shall survive until the expiration of the applicable statute of limitations.

ARTICLE VI.  
COVENANTS OF THE PARTIES

SECTION 6.01 REASONABLE EFFORTS.

Each of the Parties shall use its reasonable efforts to take, or cause to be taken, all action, or to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement and to cause the conditions to the obligations of the other Party hereto to consummate the transactions contemplated hereby to be satisfied.

SECTION 6.02 PUBLIC ANNOUNCEMENTS.

Each of Seller and Buyer agree that, prior and subsequent to the Effective Date, it and its representatives shall keep the facts surrounding the terms and negotiation of this Agreement and the transactions contemplated hereby, disclosures made herein and hereunder, and the results of investigations and audits conducted hereunder, confidential and shall not disclose such information to any other Person through a press release or otherwise (except as necessary to carry out the express terms of this Agreement or to the extent such information becomes public information or generally available to the public through no fault of such Party or its Affiliates) without the prior written consent of the other Party, (which will not be unreasonably withheld) unless such Party is legally obligated to publish.

~~SECTION 6.03 RECORDATION.~~

The Buyer shall be responsible for applying for the registrations of the Trademark to be transferred to it hereunder. The Seller undertakes to sign the requisite assignment approvals in due form without delay. The Buyer shall assume the costs of assignments and other measures taken by it.

SECTION 6.04 ACKNOWLEDGMENT OF RIGHTS.

Seller acknowledges that as of the Effective Date, Buyer will succeed to any and all of its right, title, and standing to: (i) receive all rights and benefits pertaining to the Trademarks; (ii) institute and prosecute all suits and proceedings and take all actions that the Buyer, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Trademarks (iii) defend and compromise and all such actions, suits or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relations thereto as the Buyer, in its sole discretion, deems advisable.

ARTICLE VII.  
INDEMNIFICATION

SECTION 7.01 SELLER INDEMNIFICATION.

Seller shall indemnify, defend and hold harmless Buyer, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns from and against any and all costs, losses, liabilities, damages, lawsuits, deficiencies, taxes, fines, penalties, interest, claims and expenses (including reasonable fees and disbursements of attorneys), incurred in connection with, arising out of, or resulting from any third party claim that Seller's, Buyer's or both Seller's and Buyer's use of the Trademark (in Buyer's case, in accordance with this Agreement) and/or the Minties-brand constitutes trademark infringement or any third party claim that the registration of the Trademark or the ownership rights of Seller and/or Buyer (in Buyer's case, in accordance with this Agreement) therein are invalid or unenforceable.

**ARTICLE VIII.  
GENERAL**

**SECTION 8.01 NOTICES.**

All notices, requests and other communications hereunder must be in writing and delivered personally or by facsimile transmission or by nationally recognized overnight courier at the addresses above.

**SECTION 8.02 ENTIRE AGREEMENT.**

This Agreement (and all Exhibits and Schedules attached hereto and all other documents delivered in connection herewith) supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and contains the sole and entire agreement between the Parties with respect to the subject matter hereof.

**SECTION 8.03 AMENDMENT.**

This Agreement may be amended, supplemented or modified only by a written instrument duly executed by each Party hereto.

**SECTION 8.04 ASSIGNMENT; BINDING EFFECT.**

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Neither this Agreement nor any right, interest or obligation hereunder may be assigned by either Party without the prior written consent of the other Party which will not be unreasonably withheld or delayed and any attempt to do so will be void. Notwithstanding the foregoing, the Buyer may assign this Agreement and its rights and interests hereunder to any party which acquires all or substantially all of its assets without the consent of the Seller. This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns.

**SECTION 8.05 HEADINGS.**

The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

**SECTION 8.06 SEVERABILITY.**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never compromised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar to terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties herein.

**SECTION 8.07 GOVERNING LAW.**

**THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS, EXCEPT THAT ISSUES RELATING TO THE FEDERAL TRADEMARK ITSELF SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES.**

**SECTION 8.09 CONSENT TO JURISDICTION AND FORUM SELECTION.**

The place of performance of all claims arising from this Agreement and in conjunction with the performance of this Agreement shall be Collin County, Texas. The place of jurisdiction for all disputes arising from this Agreement shall for both parties be in the United States District Court in the Eastern District of Texas.

SECTION 8.10 EXPENSES.

Except as otherwise provided in this Agreement, each Party shall pay its own expenses and costs incidental to the preparation of this Agreement and to the consummation of the transactions contemplated hereby.

SECTION 8.11 COUNTERPARTS.

This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

SECTION 8.12 SCHEDULES, EXHIBITS AND OTHER DOCUMENTS.

The Exhibits, Schedules, certificates and notices specifically referred to herein, and delivered pursuant hereto, are an integral part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties all as of the date first above written.

TRU RX LLC

By: [Signature]  
Title: CEO  
Name: Carl Christensen

NATURAL POLYMER INTERNATIONAL CORPORATION

By: [Signature]  
Title: President COO  
Name: JAMES CRAIG

EXHIBIT A  
FORM OF ASSIGNMENT OF TRADEMARKS

WHEREAS, Natural Polymer International Corporation, a Delaware corporation ("Assignor") is the registered owner of the following trademarks set forth on the attached Schedule (hereinafter the Trademarks);

WHEREAS, True Science Holdings, LLC, an Idaho limited liability company ("Assignee"), is desirous of acquiring all right, title and interest in and to the Trademarks, together with the goodwill symbolized by the Trademarks and the registrations thereof;

WHEREAS, the assignment of said Trademarks, and registrations thereof be made of record in the United States Patent and Trademark Office and other appropriate patent and trademark offices;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill symbolized by the Trademarks, and the registrations thereof, and all rights to damages and profits, due or accrued, arising out of infringements of said trademarks, and the right to sue for and recover the same.

NATURAL POLYMER INTERNATIONAL CORPORATION

By: [Signature]  
Title: President, COO  
Name: JAMES CHENG

TRU RX LLC

By: [Signature]  
Title: CEO  
Name: Carl Christensen



**SCHEDULE A  
DESCRIPTION OF TRADEMARKS**

**U.S. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Filing Date</b>
MINTIES	2733488	July 1, 2003	March 22, 2002

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