

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/10/2013		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Companion Brands, LLC		06/13/2013
			LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	Retrobrands U.S.A. L.L.C.		
Street Address:	1771 Blount Road		
Internal Address:	Suite 203		
City:	Pompano Beach		
State/Country:	FLORIDA		
Postal Code:	33069		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Serial Number:	85876746	KEN L
	Serial Number:	85857418	KEN-L-BISKIT
CORRESPONDENCE DATA			
Fax Number:	2128189606		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-818-9200		
Email:	mlerner@ssbb.com		
Correspondent Name:	Mark Lerner		
Address Line 1:	230 Park Avenue		
Address Line 2:	Suite 1130		
Address Line 4:	New York, NEW YORK 10169-0079		
ATTORNEY DOCKET NUMBER:	106826.10		

CH \$65.00 85876746

NAME OF SUBMITTER:	Mark Lerner
Signature:	/mark lerner/
Date:	07/18/2013
Total Attachments: 2 source=ASSIGN#page1.tif source=ASSIGN#page2.tif	

NUNC PRO TUNC ASSIGNMENT OF MARK

WHEREAS, Companion Brands, LLC , a limited liability company of Tennessee (“Assignor”) owns pending trademark applications for KEN-L & Design (Serial No. 85876746) in connection with Dog biscuits; Dog food; Dog treats; Edible chews for dogs and KEN-L-BISKIT (Serial No. 85857418) (the “Marks”), in connection with Dog biscuits; Dog food; Dog treats; and

WHEREAS, Retrobrands U.S.A. L.L.C., a Florida L.L.C. with its principal place of business at 1771 Blount Road Suite 203 Pompano Beach, Florida 33069 (“Assignee”) is desirous of acquiring from Assignor said Marks for use with all goods claimed in the applications together with the applications;

WHEREAS, the parties wish to confirm their understanding and intention in their Agreement dated June 10, 2013 that Assignee be considered the owner of all right, title, and interest to the Mark and Registrations, as of June 10, 2013;

NOW, THEREFORE, of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell and assign to Assignee, *nunc pro tunc*, effective as of June 10, 2013, the entire right, title, and interest in and to the Mark and Registrations, together with the goodwill of the business appurtenant thereto and symbolized thereby.

Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor or Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any property rights of Assignor in the Marks, including the right to sue for past infringement of the Marks, and to do all such acts and things in relation thereto and as its successors, legal representatives or assigns, shall deem desirable. Assignor shall fully cooperate with and assist Assignee in such proceedings. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the bankruptcy of Assignor, or in any other manner or for any other reason.

This instrument is executed by, and shall be binding upon, Assignor, his successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed, effective as of the 13th day of June, 2013.

By: David W. Haddock
Name: David Haddock
Title:

STATE OF TENNESSEE)
COUNTY OF Davidson) ss.:

On June 13, 2013, before me personally appeared David Haddock personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the foregoing Assignment of Trademark on behalf of said assignor and pursuant to authority duly received.

Carole Holloran
Notary Public
