

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Performance Pet Nutrition, LLC, d/b/a "Zuke's"		10/13/2009	LIMITED LIABILITY COMPANY: NEW MEXICO

RECEIVING PARTY DATA

Name:	Zuke's LLC
Street Address:	2257 Main Avenue
City:	Durango
State/Country:	COLORADO
Postal Code:	81302
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3683070	ZUKE'S
Registration Number:	2101484	POWERBONE
Registration Number:	3780465	HIP ACTION
Registration Number:	3497129	Z-FILETS
Registration Number:	3650719	MINI BAKES
Registration Number:	3683045	MEAN GREENZ
Registration Number:	3650777	HEALTH NUTZ
Registration Number:	3872014	VERY BERRYZ
Registration Number:	3265207	FEED THE LOVE
Registration Number:	3264207	FUEL THE LOVE
Registration Number:	3329114	KEEP YOUR DOG GOING
Registration Number:	3116982	KEEP YOUR CAT PURRING

CORRESPONDENCE DATA

OP \$315.00 3683070

Fax Number: 3032230942

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (303) 223-1142

Email: eholmes@bhfs.com

Correspondent Name: Emily C. Holmes

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	015088.0012
NAME OF SUBMITTER:	Emily C. Holmes
Signature:	/emilycholmes/
Date:	11/25/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of October 13, 2009, is by and between Performance Pet Nutrition, LLC, d/b/a "Zuke's," a New Mexico limited liability company, with an address of 2257 Main Avenue, Durango, Colorado 81302 ("Assignor"), and Zuke's LLC, a Delaware limited liability company, with the same address as Assignor ("Assignee").

RECITALS

A. Assignor is the owner of the marks set forth on Exhibit A (the "Marks"), and all common law rights therein, for use in connection with rendering services in International Class 31, for pet treats and pet food.

B. Assignee desires to acquire, and Assignor desires to Assign, all right, title and interest in and to the Marks.

In consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Agreement

1. **Assignment.** Assignor does hereby assign and transfer to Assignee all right, title and interest in and to the Marks, together with the goodwill symbolized by said Marks.

2. **Further Assurances.** (a) Assignor covenants and agrees, at the request of Assignee, to take all reasonable actions necessary to assist any effort by Assignee to establish the record of Assignee's title to the Marks, including, without limitation, registering this Trademark Assignment Agreement with the United States Patent and Trademark Office, executing and delivering further instruments of transfer and assignment, and taking such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee each of the Marks.

3. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Colorado, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction.

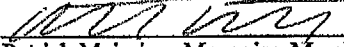
4. **Succession and Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned or delegated by any of the parties to this Agreement, without the prior written consent of the other parties to this Agreement and any attempt to do so will be void. This Agreement is not intended to confer any rights or benefits to any Person (including any employees of any of the parties hereto) other than the parties to this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first above written.

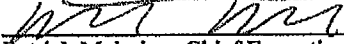
ASSIGNOR:

PERFORMANCE PET NUTRITION, LLC,
a New Mexico limited liability company

By: 
Patrick Meiering, Managing Member

ASSIGNEE:

ZUKE'S LLC,
a Delaware limited liability company

By: 
Patrick Meiering, Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Mark	Serial #	Filing Date	Registration #	Registration Date	Status
ZUKE'S	77683537	3/4/09	3683070	9/15/09	Live
POWERBONE	75177219	10/4/96	2101484	9/30/97	Live
HIP ACTION	77785180	7/20/09	Pending		Live
Z-FILETS	78787858	1/9/06	3497129	9/2/08	Live
Z RIDGE	78410254	4/29/04	3002934	9/27/05	Live
NATURAL PURRZ	78228688	3/21/03	2883246	9/7/04	Live
MINI BAKES	77636251	12/18/08	3650719	7/7/09	Live
MEAN GREENZ	77683196	3/4/09	3683045	9/15/09	Live
HEALTH NUTZ	77637163	12/19/08	3650777	7/7/09	Live
VERY BERRYZ	77777816	7/9/09	Pending		Live
FEED THE LOVE	78974525	9/14/06	3265207	7/17/07	Live
FUEL THE LOVE	77046086	11/16/06	3264207	7/17/07	Live
KEEP YOUR DOG GOING	78678800	7/26/05	3329114	11/6/07	Live
KEEP YOUR CAT PURRING	78678747	7/26/05	3116982	7/18/06	Live