

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
Cut-Heal Animal Care Products, Inc.		11/22/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Manna Pro Products, LLC		
Street Address:	707 Spirit 40 Park Drive		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63005		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3414079	CUT-HEAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	636-681-1746		
Email:	rogerc@mannapro.com		
Correspondent Name:	Manna Po Products, LLC		
Address Line 1:	707 Spirit 40 Park Drive		
Address Line 4:	Chesterfield, MISSOURI 63005		
NAME OF SUBMITTER:	Roger Cagle		
Signature:	/s/ Roger Cagle		
Date:	12/04/2013		

OP \$40.00 3414079

Total Attachments: 5

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**BILL OF SALE
AND
TRADEMARK ASSIGNMENT AGREEMENT**

This Bill of Sale and Trademark Assignment Agreement (the "Bill of Sale") is entered into as of this 19 day of November, 2013, by and between MANNA PRO PRODUCTS, L.L.C., a Missouri limited liability company (the "Purchaser"), CUT HEAL ANIMAL CARE PRODUCTS, INC., a Texas corporation ("Cut Heal"), and JOHN MCCREADY ("McCready") (McCready and Cut Heal are referred to herein collectively as "Seller").

1. The parties have entered into a Brands Purchase Agreement dated as of even date herewith (the "BPA") pursuant to which the Seller has agreed to sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser has agreed to purchase from the Seller, certain assets related to and including the Brands and certain Inventory and Intellectual Property related to the distribution and sale of the Brands through the Seller's animal nutrition and care division (the "Brand Business Line") owned and developed by the Seller and the business associated therewith. Capitalized terms used but not defined in this Bill of Sale shall have the meanings ascribed to them in the BPA.

2. Subject to the terms and conditions of the BPA, the Seller hereby irrevocably sells, transfers, assigns, conveys and delivers to the Purchaser, and the Purchaser hereby accepts the sale, transfer, conveyance, assignment and delivery of, all right, title and interest in and to the following assets:

(a) The Brands, and all derivations and variations of the tradenames constituting the Brands and the Brand Business Line, including all products associated with any Brand with sales by Seller during the three (3) year period prior to Closing.

(b) Inventory.

(c) Intellectual Property.

(d) Copies of books and records that relate specifically to the Brands and/or Brand Business Line, including, without limitation, customer prospects, dealer and distributor lists, sales literature, customer information, product data, price lists relative to the Brands and product advertising and brochures.

(e) Any vendor contracts relating to the Brands as agreed by Purchaser and Seller.

(f) All goodwill associated with the Brands and the Brand Business Line.

(h) All other assets and property necessary for or used in connection with the Brands.



The foregoing assets are collectively called the "Assigned Assets", to have and to hold the same unto the Purchaser, its successors and assigns, forever. The Assigned Assets do not include the Excluded Assets.

3. The Seller represents, warrants, covenants and agrees that (i) the Seller has good and marketable title to the Assigned Assets free and clear of any and all liens, charges, claims and encumbrances, and (ii) it will warrant and defend the sale of the Assigned Assets against every Person and all Persons whomsoever claiming against any or all of the same, subject to the terms and provisions of the BPA.

4. At any time or from time to time after the date hereof, at the Purchaser's request and without further consideration, the Seller shall execute and deliver to the Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as the Purchaser may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to and vest in the Purchaser, and to confirm the Purchaser's right and title to, all of the Assigned Assets, and, to the full extent permitted by law, to put the Purchaser in actual possession and operating control of the Assigned Assets and to assist the Purchaser in exercising all rights with respect thereto.

5. The Seller hereby constitutes and appoints the Purchaser the true and lawful attorney of the Seller, with full power of substitution, in the name of the Seller, or the Purchaser, but on behalf of and for the benefit of the Purchaser: (i) to demand and receive from time to time any and all of the Assigned Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that the Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assigned Assets; (iii) to defend or compromise any or all actions or proceedings in respect of any of the Assigned Assets; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as the Purchaser shall deem desirable. The Seller does hereby acknowledge that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by them in any manner or for any reason.

6. Other than as specifically stated above or in the BPA, the Purchaser assumes no debt, liability or obligation of the Seller, including without limitation the Retained Liabilities, by this Bill of Sale, and it is expressly understood and agreed that all debts, liabilities and obligations not assumed hereby by the Purchaser shall remain the obligations of the Seller, its successors and assigns and that the Seller shall discharge such debts, liabilities and obligations in the ordinary course.

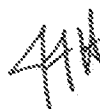
7. This Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Bill of Sale shall be governed by, enforced under, and construed in accordance with the laws of the State of Missouri applicable to a contract executed and performed in such State.



8. The rights and remedies of the Purchaser and the Seller and the duties and obligations of the Seller and the Purchaser hereunder shall be cumulative and in addition to the rights and remedies and the duties and obligations of the parties under the BPA. However, nothing herein shall be deemed to limit or expand the rights and remedies, representations or warranties or duties and obligations under the BPA, and to the extent of any conflict between this Bill of Sale, Assignment and Assumption Agreement and the BPA, the BPA shall govern, supersede and prevail. Nothing herein is intended to, nor shall it, alter, amend or supersede the representations, warranties, covenants and obligations of the parties contained in the BPA or the survival thereof.

SIGNATURES APPEAR ON NEXT PAGE

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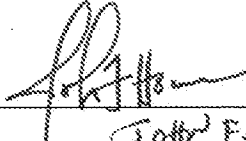
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TRADEMARK
REEL: 005167 FRAME: 0674

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and Trademark Assignment Agreement on the day and year first above written.

PURCHASER:

MANNA PRO PRODUCTS, LLC


By: _____
Its: John F. Hane
President

SELLER:

John McCready

CUT-HEAL ANIMAL CARE PRODUCTS, INC.

By: _____

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and Trademark Assignment Agreement on the day and year first above written.

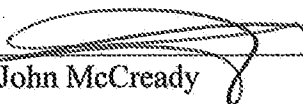
PURCHASER:

MANNA PRO PRODUCTS, LLC

By: _____

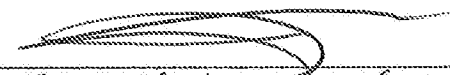
Its:

SELLER:



John McCready

CUT-HEAL ANIMAL CARE PRODUCTS, INC.

By: 

John McCready, CEO