

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
ONPS-NatPets Holdco, LLC	FORMERLY f/k/a Only Natural Pet Store, LLC	01/01/2014	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Only Natural Pet Store, LLC		
Street Address:	5541 Central Avenue, Suite 155		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3504384	ONLY NATURAL PET STORE	
Registration Number:	4197370	ONLY NATURAL PET	
Registration Number:	4185509	ONLY NATURAL PET STORE	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		

OP \$90.00 3504384

Signature:	/Jacqueline P. Scheib/
Date:	01/23/2014
Total Attachments: 4 source=CCF01172014_0000_signed#page1.tif source=CCF01172014_0000_signed#page2.tif source=CCF01172014_0000_signed#page3.tif source=CCF01172014_0000_signed#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 1, 2014 (the "Effective Date"), is by and between ONPS-NatPets Holdco, LLC (f/k/a Only Natural Pet Store, LLC), a Colorado limited liability company ("Assignor"), and Only Natural Pet Store, LLC, a Colorado limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on Schedule A attached hereto (collectively, the "Trademarks"); and

WHEREAS, Assignor, Assignee, and another party have entered into a Contribution and Transfer Agreement (the "Contribution Agreement"), dated as of the date hereof, pursuant to which Assignor has agreed to assign all of its right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the transactions contemplated by the Contribution Agreement and in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, transfers, conveys, and assigns unto Assignee all right, title, and interest in and to the Trademarks and any and all goodwill of the business associated with the Trademarks, including without limitation the rights to any registrations thereof, the rights to prosecute any applications therefor, the rights to have any registrations issue in the name of Assignee, the rights to apply for and obtain any renewal of any registrations thereof, the rights to any priorities based on the filing of the aforesaid applications, the rights to sue for past and future infringement thereof, and the rights to all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Trademarks, and the rights in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Trademarks.

2. Further Assurances. Each party will, promptly upon the other party's request and for no additional consideration, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumption of liabilities and obligations set forth herein.

3. Contribution Agreement. This Assignment is subject to the terms and conditions of the Contribution Agreement, which terms and conditions are incorporated herein by reference, and constitute an integral part of this Assignment and shall survive the execution and delivery of this Assignment.

4. Binding Provisions. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.

5. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the internal law, not the law of conflicts, of the State of Colorado.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

ASSIGNOR:

ONPS-NATPETS HOLDCO, LLC



By: _____

Name: Brendan Synnott
Title: Manager

ASSIGNEE:

ONLY NATURAL PET STORE, LLC




By: _____

Name: Martin Grosjean, Jr.
Title: President and CEO

Schedule A

Trademarks

TRADEMARK	REG. NO.
ONLY NATURAL PET STORE and Design 	3,504,384
ONLY NATURAL PET	4,197,370
ONLY NATURAL PET STORE	4,185,509