

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
WellPet LLC		01/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Healthy Elements LLC		
Street Address:	103 Foulk Road, Suite 205-22		
City:	Willmington		
State/Country:	DELAWARE		
Postal Code:	19803-3742		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4401550	HEALTHY ELEMENTS	
CORRESPONDENCE DATA			
Fax Number:	7172375300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	717-232-8000		
Email:	trademarks@mwn.com		
Correspondent Name:	Holly J. Lawrence		
Address Line 1:	100 Pine Street, P.O. Box 1166		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108-1166		
ATTORNEY DOCKET NUMBER:	3001 / 27495-0001		
NAME OF SUBMITTER:	Holly J. Lawrence		
Signature:	/Holly J. Lawrence/		

Date:

02/10/2014

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of June 1, 2013, (the "Effective Date") is made by and between WellPet LLC, a Delaware limited liability company, with an address of 200 Ames Pond Drive, Tewksbury, Massachusetts 01876 ("Assignor") and Healthy Elements LLC, a Delaware limited liability company, with an address of 103 Foulk Road, Suite 205-22, Wilmington, DE 19803-3742 ("Assignee").

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title, and interest in and to (i) any and all trademark and intellectual property rights, including the right of priority and, if registered, the registration, for the trademarks listed in the Schedule, attached hereto and made a part hereof (collectively, the "Trademarks"); and (ii) any and all goodwill of the business associated with the Trademarks;

WHEREAS, Assignee desires to acquire the Trademarks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment;

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks and goodwill to Assignee; and

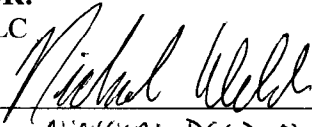
NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title, and interest in and to the Trademarks, together with: (i) the goodwill symbolized by the Trademarks; and (ii) any royalties or other consideration owed in connection with use of the Trademarks after the Effective Date.
2. Assignor shall, without further consideration, cause to be performed such other lawful acts and cause to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment, and shall permit Assignee to be duly recorded as the registered owner of the Trademarks, goodwill, and all other rights hereby conveyed.
3. Subject to the terms hereof, Assignee accepts such assignment of the Trademarks and goodwill.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the Effective Date.

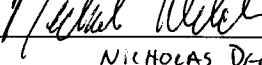
ASSIGNOR:

WellPet LLC

Signed: 
 Name: NICHOLAS DELDU
 Title: CFO
 Date: JANUARY 7th, 2014

ASSIGNEE:

Healthy Elements LLC

Signed: 
 Name: NICHOLAS DELDU
 Title: CFO
 Date: JANUARY 7th, 2014

SCHEDULE

Mark	Serial Number	Registration Number
HEALTHY ELEMENTS	85-716,869	4,401,550