

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM297993

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dry Creek Products, LLC		02/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Healthy Pet, L.P.		
<b>Street Address:</b>	6960 SALASHAN PARKWAY		
<b>City:</b>	FERNDALE		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98248		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4222779	SIMPLY PINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	206.359.8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Alexander J.A. Garcia / Perkins Coie LLP		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4900		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101-3099		
<b>ATTORNEY DOCKET NUMBER:</b>	59598.4000.0023.US001		
<b>NAME OF SUBMITTER:</b>	Alexander J.A. Garcia		
<b>SIGNATURE:</b>	/Alexander Garcia/		
<b>DATE SIGNED:</b>	03/12/2014		
<b>Total Attachments: 3</b>			
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source=SIMPLY PINE Assignment - Dry Creek to Healthy Pet#page3.tif			

OP \$40.00 4222779

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed as of this 4th day of February, 2014, by Dry Creek Products, LLC, a Delaware limited liability company ("Assignor") and delivered by Assignor to Healthy Pet, L.P, a Delaware limited partnership ("Assignee").

1. Acknowledged Facts. This Assignment is delivered pursuant to the terms of the Asset Purchase Agreement between Assignor and Assignee dated February 4, 2014, under which Assignor has agreed to transfer, sell, and assign to Assignee all of Assignor's right, title and interest in and to the trademarks and the trademark registration listed on **Schedule A** hereto (collectively, the "Marks"), and any and all goodwill symbolized by and associated therewith.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and conveys to Assignee all right, title and interest in and to the Marks, together with any and all goodwill symbolized by and associated therewith.

3. Rights and Privileges. The assignment provided for in this Assignment includes, and Assignee and its assigns and successors-in-interest will hereafter enjoy, all rights and privileges pertaining to the Marks, including (but not limited to) the right to sue for and receive damages with respect to any past infringements of the Marks.

4. Further Assurances. Assignor agrees to execute and deliver to Assignee, promptly upon request, any and all such additional instruments that Assignee may determine are necessary in order to record or perfect Assignee's ownership of or title to the Marks, to clear any encumbrances on the Marks, oppose any challenges with respect to Assignee's ownership thereof or otherwise give full effect to the purposes of this Assignment.

5. Covenants. Assignor shall not execute any instrument purporting to convey any legal or beneficial interest in the Marks to any person other than Assignee, represent to any other person that it has any legal or beneficial interest in the Marks, or otherwise take any other action inconsistent with the assignment of the Marks to Assignee and Assignee's ownership thereof.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be their original signatures for all purposes.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of Delaware.

[Signatures on next page]

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

Dry Creek Products, LLC

By: *Christian Modesti*  
Name: Christian Modesti  
Title: President

STATE OF NEW YORK    )  
                                  ) ss.  
COUNTY OF MONROE    )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of February, 2014, by Christian Modesti, President of Dry Creek Products, LLC, a Delaware limited liability company, on behalf of the company.

*Tricia M. Banks*  
[Print name: TRICIA M. BANKS]  
Notary Public, State of New York County of Monroe  
My commission expires: Dec. 11, 2014  
Acting in the County of \_\_\_\_\_

Tricia M. Banks  
Notary Public, State of New York  
No. 01BA6157706  
Qualified in Monroe County  
Commission Expires Dec. 11, 2014

**Schedule A**

The Marks

<b>Mark</b>	<b>Country</b>	<b>Registration Date</b>	<b>Trademark No.</b>
Simply Pine	United States	October 9, 2012	4,222,779
Crumble Pet			
Critter Litter			