

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zuke's LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Societe des Produits Nestle S.A.		
Street Address:	Case Postale 353		
City:	Vevey		
State/Country:	SWITZERLAND		
Postal Code:	1800		
Entity Type:	societe anonyme: SWITZERLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4275385	G ZEES	
Registration Number:	4012146	Z-BONE	
Registration Number:	3780465	HIP ACTION	
Registration Number:	3872014	VERY BERRYZ	
Registration Number:	3683070	ZUKE'S	
Registration Number:	3683045	MEAN GREENZ	
Registration Number:	3650777	HEALTH NUTZ	
Registration Number:	3650719	MINI BAKES	
Registration Number:	3116982	KEEP YOUR CAT PURRING	
Registration Number:	3265207	FEED THE LOVE	
Registration Number:	3497129	Z-FILETS	
Registration Number:	3329114	KEEP YOUR DOG GOING	
Registration Number:	3264207	FUEL THE LOVE	
Registration Number:	2101484	POWERBONE	
Serial Number:	86129789	SKINNY BAKES	
Serial Number:	86143624	NATURAL PURRZ	
Serial Number:	86172102	FUEL THE CURE	
Serial Number:	86023075	GENUINE JERKY	

CH \$465.00 4275385

CORRESPONDENCE DATA**Fax Number:** 3149821613*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 3149825192**Email:** TMOOffice@purina.nestle.com**Correspondent Name:** Andrea K. Cannon**Address Line 1:** Checkerboard Square**Address Line 2:** Legal IP, 9T**Address Line 4:** St. Louis, MISSOURI 63164

ATTORNEY DOCKET NUMBER:	BPET/O/FL 108744/L
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DOMESTIC REPRESENTATIVE**Name:** Andrea K. Cannon**Address Line 1:** Checkerboard Square**Address Line 2:** Legal IP, 9T**Address Line 4:** St. Louis, MISSOURI 63164

NAME OF SUBMITTER:	Andrea K. Cannon
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SIGNATURE:	/Andrea K. Cannon/
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DATE SIGNED:	03/20/2014
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Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made this 28th day of February, 2014, between Zuke's LLC (the "Assignor"), and Société des Produits Nestlé S.A., a société anonyme organized under the laws of Switzerland (the "Assignee").

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated as of December 20, 2013, (the "SPA"), by and among (i) Nestlé Purina PetCare Company, a Missouri corporation ("Purchaser"); (ii) Performance Pet Nutrition, LLC, a New Mexico limited liability company ("PPN"); (iii) John J. Hart, an individual residing in the State of Indiana ("Hart"); (iv) Scott M. Doyle, an individual residing in the province of Ontario, Canada ("Doyle"); and (v) Encore Consumer Capital Fund, LP, a Delaware limited partnership ("Encore"), Purchaser acquired ownership of Assignor (the "Transaction");

WHEREAS, in connection with the Transaction, the Assignor desires to assign all of its right, title and interest in and to the trademarks set forth in Exhibit A (the "Marks") to Assignee, and the Assignee desires to acquire all of the Assignor's rights, titles and interests in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee, its legal representatives, successors, and assigns, all of the Assignor's right, title, and interest in and to the Marks, including the following properties and rights with respect to such Marks:

- (a) all goodwill associated with the Marks together with all rights to use, license and otherwise exploit the Marks;
- (b) any and all registered Marks and applications for registration in all jurisdictions that have been or may be granted or filed, respectively, with respect to such Marks;
- (c) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Marks as related to the Assignor's business, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark;
- (d) all rights in and under the Marks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and
- (e) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Marks, including the right to fully and entirely replace the Assignor in all related matters.

As of the date hereof, the Assignee has succeeded to all right, title and standing of the Assignor to: (a) receive all rights and benefits pertaining to the Marks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the Marks described above. This Trademark Assignment Agreement is irrevocable and effective upon the Assignor's signature to and delivery of a signed copy of this instrument.

This Trademark Assignment Agreement and its provisions shall be binding upon the Assignor's successors and legal representatives, and shall inure to the benefit of the successors, legal representative and assigns of the Assignee and all future assigns thereof.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment Agreement to be executed by their duly authorized officers and delivered as of the date hereof.

Zukés LLC
as Assignor

By: 

Name: David Narkiewicz

Title: Assistant Secretary

Société des Produits Nestlé S.A.
as Assignee

By: 

Name: Andrea K. Cannon

Title: Authorized Attorney

EXHIBIT A

Mark	Application/Registration Number
G ZEES	Reg. No. 4275385
Z-BONE	Reg. No. 4012146
HIP ACTION	Reg. No. 3780465
VERY BERRYZ	Reg. No. 3872014
ZUKE'S	Reg. No. 3683070
MEAN GREENZ	Reg. No. 3683045
HEALTH NUTZ	Reg. No. 3650777
MINI BAKES	Reg. No. 3650719
KEEP YOUR CAT PURRING	Reg. No. 3116982
FEED THE LOVE	Reg. No. 3265207
Z-FILETS	Reg. No. 3497129
KEEP YOUR DOG GOING	Reg. No. 3329114
FUEL THE LOVE	Reg. No. 3264207
POWERBONE	Reg. No. 2101484
SKINNY BAKES	App. No. 86/129789
NATURAL PURRZ	App. No. 86/143624
FUEL THE CURE	App. No. 86/172102
GENUINE JERKY	App. No. 86/023075