

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grasshopper Packing Company, LLC		02/27/2015	LIMITED LIABILITY COMPANY: KANSAS
RECEIVING PARTY DATA			
Name:	Arthur Dogswell, L.L.C.		
Street Address:	11301 W. Olympic Blvd., Suite 520		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3472272	NATURAL LIFE	
Registration Number:	3260362	NATURALLIFE NUTRITIONAL PET PRODUCTS	
Registration Number:	1747321	NATURAL LIFE PET PRODUCTS, INC.	
Registration Number:	1734131	LAMADERM	
Registration Number:	1613038	NATURAL LIFE PET PRODUCTS, INC.	
Registration Number:	1469297	NATURAL LIFE PET PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	54161-10301		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		

CH \$165.00 3472272

DATE SIGNED:	03/06/2015
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment") is made effective as of February 27, 2015, by and between Grasshopper Packing Company, LLC, a Kansas limited liability company dba Natural Life Pet Products ("NLPP") and Arthur Dogswell, L.L.C., a Delaware limited liability company ("Buyer"), the purchaser of certain assets of NLPP pursuant to a Asset Purchase Agreement between Buyer and NLPP and the other parties thereto, dated as of February 27, 2015 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, NLPP has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of NLPP, and has agreed to execute and deliver this Trademark Assignment, for recording in the respective Trademark Offices, and/or relevant official offices, registrars, and registries around the world;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, NLPP hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of NLPP's right, title and interest in and to the following (the "Assigned Trademarks"):
 - a. the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business symbolized thereby;
 - b. all rights of any kind whatsoever of NLPP accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. NLPP hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon

Buyer's reasonable request, NLPP shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of NLPP and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Assignment and the other documents delivered pursuant hereto and the legal relations between and among the parties shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflict of laws.

ACCEPTED BY BUYER

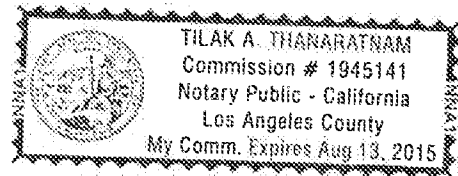
ARTHUR DOGSWELL, L.L.C.

By: *Brad Casper*
Brad Casper
CEO

STATE OF California)
) ss.
COUNTY OF Los Angeles)

Before me, the undersigned authority, on this 27 day of February, ²⁰¹⁵ Brad Casper personally appeared to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment.

[Signature]
Notary Public



(Legibly Print or Stamp Name of Notary)

SCHEDULE 1

Mark	Country	Application Number	Application Date	Registration Number	Registration Date
NATURAL LIFE	USPTO	78810171	2/8/2006	3472272	7/22/2008
NATURALLIFE NUTRITIONAL PET PRODUCTS	USPTO	78810156	2/8/2006	3260362	7/10/2007
NATURAL LIFE PET PRODUCTS, INC.	USPTO	74269372	4/27/1992	1747321	1/19/1993
LAMADERM	USPTO	74135095	1/31/1991	1734131	11/17/1992
NATURAL LIFE PET PRODUCTS, INC.	USPTO	74013674	12/26/1989	1613038	9/11/1990
NATURAL LIFE PET PRODUCTS	USPTO	73658140	4/30/1987	1469297	12/15/1987
NATURAL LIFE	ARGENTINA	2.024.381	3/7/1996		
NATURAL LIFE PET PRODUCTS	AUSTRALIA	1054469	4/4/2005	1054469	4/4/2005
LAMADERM	AUSTRALIA	1059900	4/4/2005	1059900	4/4/2005
NATURAL LIFE	CANADA	1349181	5/28/2007	TMA763822	4/9/2010
NATURAL LIFE NUTRITIONAL PET PRODUCTS & DESIGN	CANADA	1349183	5/28/2007	TMA763573	4/8/2010
NATURAL LIFE & DESIGN	CANADA	666898	9/24/1990	TMA400484	7/24/1992
NATURAL LIFE	CHINA	93120838	12/11/1993	762149	8/21/1995
NATURAL LIFE	HONG KONG	301449964	10/14/2009	301449964	10/14/2009
NATURAL LIFE PET PRODUCTS	HONG KONG			1997B02286	2/8/1994
NATURAL LIFE	INDONESIA	D002002007 23-00726	1/14/2002		

NATURAL LIFE	INTERNATIONAL REGISTER			1017765	10/14/2009
NATURAL LIFE PET PRODUCTS	INTERNATIONAL REGISTER			847020	4/4/2005
LAMADERM	INTERNATIONAL REGISTER			849365	4/4/2005
NATURAL LIFE PET PRODUCTS	JAPAN	2012-036638	5/9/2012	5541519	12/7/2012
NATURAL LIFE	NEW ZEALAND	814337	10/16/2009	814337	4/22/2010
NATURAL LIFE PET PRODUCTS "PEOPLE HELPING PETS NATURALLY."	SWITZERLAND	8568/1999	9/30/1999	P-466146	10/27/1999
FELICAT	TURKEY	2002/05825	3/20/2002	2002 05825	