

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348891

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert Eric Weber		07/16/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Whitebridge Pet Brands, LLC		
Street Address:	100 Chesterfield Business Parkway		
Internal Address:	Second Floor		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63005		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3565937	PETITE CUISINE	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	3125588125		
Email:	WhitebridgeIP@winston.com		
Correspondent Name:	Robert H. Newman		
Address Line 1:	35 W. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	15037.1/PETITE CUISINE		
NAME OF SUBMITTER:	/Robert H. Newman/		
SIGNATURE:	/Robert H. Newman/		
DATE SIGNED:	07/22/2015		
Total Attachments: 5			
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CH \$40.00 3565937

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is dated as of this 16th day of July, 2015, by and among PetPlay, Inc., a California corporation ("PetPlay"), Robert Eric Weber, an individual residing in Rancho Cucamonga, CA (collectively with PetPlay, "Assignors"), and Whitebridge Pet Brands, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors own the trademarks, trademark registrations and domain names identified on the attached Schedule A (hereinafter the "Marks");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Assignors, Assignee and the other parties thereto, Assignors agree to assign, transfer and convey all of their respective right, title and interest in and to the Marks; and

WHEREAS, Assignee is desirous of acquiring the Marks and all of Assignors' rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignors hereby convey, transfer and assign to Assignee all of Assignors' rights, title and interest in and to the Marks, all associated common-law rights, all federal registrations and applications identified on Schedule A, together with the goodwill of the business symbolized thereby.

Assignors further assign to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignors agree that at any time and from time to time after the date hereof, at the reasonable request of Assignee and without further consideration, Assignors shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the parties to this Assignment, any rights, obligations, claims, liabilities or remedies.

This Assignment shall bind and inure to Assignee and Assignors and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

[signature page follows]

IN WITNESS WHEREOF, the Assignors have duly executed this Intellectual Property Assignment as of the date first written above.

PETPLAY, INC.

By: [Signature]
Name: Robert Eric Weber
Title: President

[Signature]
Robert Eric Weber

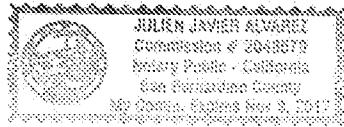
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF San Bernardino)

On this 8th day of July, 2015 before me, a Notary Public, personally appeared Robert Eric Weber to me known and known to me to be the person of that name, who, being duly sworn, did state and acknowledge on his oath that he is the President of PetPlay, Inc. who signed the foregoing instrument and acknowledged the same to be his free act and deed.

Nov 9, 2017
My Commission Expires

[Signature]
Notary Public



[Signature page to Intellectual Property Assignment Agreement]

Acknowledged and Agreed:

WHITEBRIDGE PET BRANDS, LLC

By: 

Name: Joseph R. Rondinelli

Title: Secretary

[Signature page to Intellectual Property Assignment Agreement]

SCHEDULE A

Trademarks:

Country	Mark	Class(es)	Goods	Registration No.	Registration Dt.	Registered Owner
United States	PETITE CUISINE	31	"Pet food," in Int'l Class 31.	3,565,937	Jan. 20, 2009	Robert Eric Weber
European Union*	PETITE CUISINE	18, 28, 31	"Leather and imitations of leather, and goods made of these materials and not included in other classes; pet clothing, pet garments, pet collars and collar accessories, pet restraints and other pet products in Class 18," in Int'l Class 18. "Games and playthings, including toys, playthings and games for pets; gymnastic and sporting articles not included in other classes," in Int'l Class 28. "Foodstuffs for animals; pet food, pet treats, pet beverages; live animals," in Int'l Class 31.	5445961	Oct. 1, 2009	Robert Eric Weber
Japan (WIPO)	PETITE CUISINE	31	"Pet food," in Int'l Class 31* * Goods limited per SOU filing for base US appln. - Dec. 3, 2008	905 080	IR: Nov. 6, 2006 Grant Dt: Sept. 28, 2007	Robert Eric Weber
Taiwan	PETITE CUISINE	31	"Foodstuffs for animals; pet food, pet treats, pet beverages; live animals," in Int'l Class 31.	01551595	Dec. 1, 2012	Petplay, Inc.

Korea	PETITE CUISINE	31	<i>"Dog biscuits; Dog food; Foodstuffs for cats; Foodstuffs for goldfish; Feed ingredients for animal consumption; Animal foodstuffs; Edible chews for animals; Animal beverages; Formula animal feed; Feed supplements; Foodstuff for animal; Nutritional additives for animal foodstuffs (not for medical purposes); Bird food; Pet food; Pet feed; Beverages for pets; Foodstuffs for fish; Synthetic animal feed; Mixed animal feed; Digestible chewing bones for dogs, in Int'l Class 31.</i>	40-0997012-00-00	Sept. 25, 2013	Robert Eric Weber
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Domain Names:

www.petitecuisine.com

www.petitecuisine.us