

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Farm Products Company		06/22/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Kodo Inc.		
Street Address:	1500 Whitehall Lane		
City:	St. Helena		
State/Country:	CALIFORNIA		
Postal Code:	94574		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	0115676		
Registration Number:	2337257	ADVANCED NUTRITION FORMULA	
Registration Number:	1383921	ANF	
Registration Number:	2065818	HEALTHY HABIT	
Registration Number:	3313958	NUTRITIONAL HEALTH FOR LIFE	
Registration Number:	2219776	O2FREE	
Registration Number:	3297781	O2 LIMITED	
Registration Number:	3222638	O2 LIMITED BARRIER PACKAGING FOR MAXIMUM	
Registration Number:	1481817	PRECISE	
Registration Number:	2901361	PRECISE CHICKEN MEAL & RICE FORMULA	
Registration Number:	2135029	PRECISE COMPETITION FORMULA	
Registration Number:	3924069	PRECISE HOLISTIC COMPLETE	
Registration Number:	3952511	PRECISE HOLISTIC COMPLETE WILD AT HEART	
Registration Number:	3863863	PRECISE LAMB MEAL & RICE SENSICARE FORMU	
Registration Number:	4437560	PRECISE NATURALS	
Registration Number:	3043957	PRECISE PLUS	
Registration Number:	1851636	WHOLESOME NUTRITION BALANCED BY PROFESSI	
Registration Number:	1966170	SENSICARE	
Registration Number:	3052842	TAMIAMI	
TRADEMARK			

OP \$515.00 0115676

Property Type	Number	Word Mark
Registration Number:	2196555	VACPAC

CORRESPONDENCE DATA

Fax Number: 7132286605

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.

Email: houstontrademarks@blankrome.com

Correspondent Name: Blank Rome LLP

Address Line 1: 717 Texas Ave.

Address Line 2: Suite 1400

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	300100-00100 (010-0001)
NAME OF SUBMITTER:	Richard A. Schafer
SIGNATURE:	/Richard A. Schafer/
DATE SIGNED:	08/28/2015

Total Attachments: 9

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ASSIGNMENT AGREEMENT

This Assignment Agreement (this “Agreement”), effective as of June 22, 2015 (the “Effective Date”), is made by and between Texas Farm Products Company, a Texas corporation (“Assignor”), and Kodo Inc., a California corporation (“Assignee”).

WITNESSETH:

WHEREAS, Assignor has used and registered the marks and domain names set forth on Exhibit A to this Agreement (the “Intellectual Property Assets”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 2, 2015 (the “Purchase Agreement”), pursuant to which Assignor has agreed to transfer the Intellectual Property Assets to Assignee;

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor’s right, title, and interest in and to the Intellectual Property Assets, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

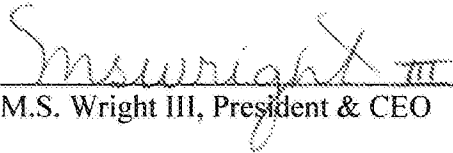
1. Pursuant to the terms of the Purchase Agreement, Assignor hereby assigns, transfers and conveys unto Assignee, all of Assignor’s right, title and interest in and to the Intellectual Property Assets, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.
2. In case at any time after the effective date hereof any further action is necessary to record this Agreement, to record the assignment of the Intellectual Property Assets in the name of Assignee, or to validate the assignment of the Intellectual Property Assets, Assignor shall execute the appropriate document at the reasonable request of Assignee and at the sole expense of Assignee. Notwithstanding the foregoing, Assignee agrees to have this Assignment Agreement recorded with the appropriate government trademark office within thirty (30) days of the Effective Date.
3. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.
4. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of this Agreement in portable document format (.pdf) shall be valid delivery thereof.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

ASSIGNOR:

TEXAS FARM PRODUCTS COMPANY

By: 
M.S. Wright III, President & CEO

ASSIGNEE:

KODO INC.

By: _____
Hyo M. Chang, Chief Operating Officer, Pet Food Division

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

ASSIGNOR:

TEXAS FARM PRODUCTS COMPANY

By: _____
M.S. Wright III, President & CEO

ASSIGNEE:

KODO INC.

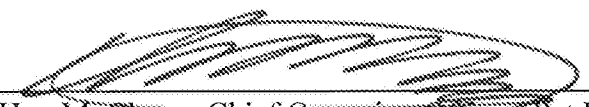
By:  _____
Hyo M. Chang, Chief Operating Officer, Pet Food Division

EXHIBIT A

INTELLECTUAL PROPERTY ASSETS

MARKS:


United States of America:

TM Record	Mark/Name	Ser./Reg. No.	Full Goods/Services	Filing Date	Registration Date
US Federal uf 2	ADVANCED NUTRITION FORMULA	RN: 2337257 SN: 75459593	(Int'l Class: 31) pet foods	March 31, 1998	April 4, 2000
US Federal uf 3	ANF	RN: 1383921 SN: 73533636	(Int'l Class: 31) pet food, namely, dog food, cat food and pet treats	April 22, 1985	February 25, 1986
US Federal uf 4	ANF	RN: 1156576 SN: 73230934	(Int'l Class: 31) dog food	September 11, 1979	June 2, 1981
US Federal uf 11	HEALTHY HABIT	RN: 2065818 SN: 74733002	(Int'l Class: 31) food for pets	September 22, 1995	May 27, 1997
US Federal uf 22	NUTRITIONAL HEALTH FOR LIFE	RN: 3313958 SN: 78744159	(Int'l Class: 31) pet food and animal feed	November 1, 2005	October 16, 2007
US Federal uf 23	O2 LIMITED	RN: 3297781 SN: 78892638	(Int'l Class: 31) pet food	May 25, 2006	September 25, 2007
US Federal uf 24	O2 LIMITED BARRIER PACKAGING FOR MAXIMUM FRESHNESS FRESH TASTE FRESH NUTRITION and Design	RN: 3222638 SN: 78892621	(Int'l Class: 31) pet food	May 25, 2006	March 27, 2007

TM Record	Mark/Name	Ser./Reg. No.	Full Goods/Services	Filing Date	Registration Date
					
US Federal uf 25	O2FREE (Stylized) O ₂ FREE	RN: 2219776 SN: 75247771	(Int'l Class: 31) pet foods	February 25, 1997	January 19, 1999
US Federal uf 27	PRECISE	RN: 1481817 SN: 73679206	(Int'l Class: 31) pet food	August 18, 1987	March 22, 1988
US Federal uf 28	PRECISE CHICKEN MEAL & RICE FORMULA	RN: 2901361 SN: 76550962	(Int'l Class: 31) pet food	September 22, 2003	November 9, 2004
US Federal uf 29	PRECISE COMPETITION FORMULA	RN: 2135029 SN: 75131800	(Int'l Class: 31) pet food	July 10, 1996	February 3, 1998
US Federal uf 34	PRECISE HOLISTIC COMPLETE	RN: 3924069 SN: 77899009	(Int'l Class: 31) pet food	December 22, 2009	February 22, 2011
US Federal uf 35	PRECISE HOLISTIC COMPLETE WILD AT HEART	RN: 3952511 SN: 85035733	(Int'l Class: 31) pet food	May 11, 2010	April 26, 2011
US Federal uf 36	PRECISE LAMB MEAL & RICE SENSICARE FORMULA	RN: 3863863 SN: 77957477	(Int'l Class: 31) pet food	March 12, 2010	October 19, 2010
US Federal uf 38	PRECISE NATURALS	RN: 4437560 SN: 85808217	(Int'l Class: 31) pet food	December 20, 2012	November 19, 2013
US Federal	PRECISE PLUS	RN: 3043957 SN: 76618915	(Int'l Class: 31) pet food	November 2, 2004	January 17, 2006

EXHIBIT A

TRADEMARK
REEL: 005611 FRAME: 0260

TM Record	Mark/Name	Ser./Reg. No.	Full Goods/Services	Filing Date	Registration Date
uf 39					
US Federal uf 44	SENSICARE	RN: 1966170 SN: 74505504	(Int'l Class: 31) pet food	March 28, 1994	April 9, 1996
US Federal uf 50	TAMIAMI	RN: 3052842 SN: 76629898	(Int'l Class: 31) pet food	January 26, 2005	January 31, 2006
US Federal uf 54	VACPAC	RN: 2196555 SN: 75247772	(Int'l Class: 31) pet foods	February 25, 1997	October 13, 1998
US Federal uf 55	WHOLESOME NUTRITION BALANCED BY PROFESSIONALS and Design 	RN: 1851636 SN: 74440992	(Int'l Class: 31) pet food	September 27, 1993	August 30, 1994

Canada:

TM Record	Mark/Name	Ser./Reg. No.	Full Goods/Services	Filing Date	Registration Date
Canada ca 56	A.N.F.	RN: 285222 AN: 0500577	Wares: (1) Dog food.	March 17, 1983	November 25, 1983
Canada ca 57	HEALTHY HABIT	RN: 477273 AN: 0797617	Wares: (1) Pet food.	November 16, 1995	June 6, 1997
Canada ca 59	PRECISE	RN: 463068 AN: 0795719	Wares: (1) Pet food.	October 24, 1995	September 6, 1996



EXHIBIT A

TRADEMARK
REEL: 005611 FRAME: 0261

TM Record	Mark/Name	Ser./Reg. No.	Full Goods/Services	Filing Date	Registration Date
Canada ca 61	PRECISE CHICKEN MEAL & RICE FOUNDATION FORMULA	RN: 756174 AN: 1338246	Wares: (1) Pet food.	March 7, 2007	December 30, 2009
Canada ca 62	PRECISE NATURAL FISH FLAVOR	RN: 627848 AN: 1150691	Wares: (1) Pet food.	August 22, 2002	December 8, 2004
Canada ca 63	PRECISE NATURALS	AN: 1612691	Wares: (1) Pet food.	February 5, 2013	<i>pending</i>
Canada ca 64	PRECISE PLUS	RN: 577482 AN: 1099823	Wares: (1) Pet food.	April 17, 2001	March 14, 2003
Canada ca 65	PRECISE PLUS CANINE ADULT FORMULA	RN: 579134 AN: 1099824	Wares: (1) Pet food.	April 17, 2001	April 8, 2003
Canada ca 66	PRECISE PLUS FELINE ADULT FORMULA	RN: 579133 AN: 1099822	Wares: (1) Pet food.	April 17, 2001	April 8, 2003

EXHIBIT A

TRADEMARK
REEL: 005611 FRAME: 0262

TM Record	Mark/Name	Ser./Reg. No.	Full Goods/Services	Filing Date	Registration Date
Canada ca 69	TAMIAMI	RN: 285221 AN: 0500576	Wares: (1) Pet food, namely, cat food.	March 17, 1983	November 25, 1983
Canada ca 70	TAMI-AMI and Design 	RN: 286576 AN: 0500575	Wares: (1) Pet food, namely, cat food.	March 17, 1983	January 6, 1984
Canada ca 71	WHOLESOME NUTRITION BALANCED BY PROFESSIONALS and Design 	RN: 475061 AN: 0795750	Wares: (1) Pet food.	October 24, 1995	April 22, 1997

DOMAIN NAMES:

anf.com

anfpetfood.com

anfpetproducts.com

anfspecialties.com

precisepet.com

precisepetfood.com

precisepetproducts.com

EXHIBIT A