

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RFG Distributing, LLC		01/07/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Animal Supply Company, LLC		
Street Address:	909 Lake Carolyn Parkway, Suite 450		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3947573	RFG DISTRIBUTING INC.	
Registration Number:	3947557	RFG DISTRIBUTING INC.	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Patchen M. Haggerty, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	72145-4000		
NAME OF SUBMITTER:	Patchen M. Haggerty		
SIGNATURE:	/Patchen M. Haggerty/		
DATE SIGNED:	01/08/2016		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, RFG Distributing, LLC, a Delaware limited liability company with a place of business at 7300 49th Avenue North, New Hope, Minnesota, 55428, United States of America ("Assignor"), owns the Trademarks registrations shown on Exhibit A (the "Trademarks") to this Trademarks Assignment Agreement (the "Agreement");

WHEREAS, Animal Supply Company, LLC, a Washington limited liability company with a place of business at 909 Lake Carolyn Parkway, Suite 450, Irving, Texas, 75039, United States of America ("Assignee"), desires to acquire all of Assignor's rights, title, and interest in and to the Trademarks, all goodwill and any common law rights appurtenant thereto, and the portion of the business associated therewith, and Assignor desires to assign the same to Assignee;

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

1. Assignment of Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Trademarks worldwide, and any applications and registrations therefor, including each and every registration that is granted on any application that is a division, substitution, or continuation of such Trademarks, and in and to each and every reissue or extension of the Trademarks, and including the registrations set forth on Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Trademarks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. The Trademarks are being assigned as part of a transfer of the entire business or portion thereof to which the Trademarks pertains as required by § 10 of the Lanham Act. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademarks Office to transfer all applications and registrations for the Trademarks to Assignee as the assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Agreement.

2. Assignment of Cause of Action. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks.

3. Warranty. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in or to the Trademarks to any third party.

4. Cooperation. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder.

5. Survival. The terms, covenants, and provisions of this Agreement shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns, and/or other legal representatives.

6. Choice of Law. The laws of the State of Washington, United States of America, shall govern the enforceability, construction, interpretation, and validity of this Agreement, without regard to the principle of conflicts of law. Any action or any dispute arising out of this Agreement shall be tried exclusively in the federal or state courts in King County, Washington, and the parties consent to the jurisdiction and venue of such courts.

7. Counterparts; Electronic Signature. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Agreement. This Agreement may be executed by facsimile or by electronic signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below and such Agreement is effective as of the date of signature of this Agreement.

2016


Signed this 7 day of January, 2015.-


ASSIGNOR:

ASSIGNEE:

RFG Distributing, LLC

Animal Supply Company, LLC






Name: Kenneth Fish
Title: Chief Financial Officer

Name: Kenneth Fish
Title: Chief Financial Officer

EXHIBIT A

Mark	App. Date	App. No.	Reg. Date	Reg. No.	Class/Goods/Services	Country
RFG DISTRIBUTING INC. 	8/17/2010	85/109,795	4/19/2011	3,947,573	CI 39: Distribution services, namely, delivery of pet products; Warehousing services, namely, storage, distribution, pick-up, packing, and shipping of pet products	UNITED STATES
RFG DISTRIBUTING INC.	8/17/2010	85/109,626	4/19/2011	3,947,557	CI 39: Distribution services, namely, delivery of pet products; Warehousing services, namely, storage, distribution, pick-up, packing, and shipping of pet products	UNITED STATES

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