

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368573

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|---|--|--------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lone Star Pet Supply, Ltd., L.L.P. | | 01/07/2016 | LIMITED LIABILITY LIMITED PARTNERSHIP: TEXAS |
| 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3035716 | LONESTARPET SUPPLY, 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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OP \$40.00 3035716

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, Lone Star Pet Supply, Ltd., L.L.P. dba Lone Star Pet Supply, Inc., a limited liability limited partnership organized under the laws of the state of Texas with a place of business at 17414 Triton Drive, Schertz, Texas, 78254, United States of America ("Assignor"), owns the trademark registration shown on Exhibit A (the "Trademark") to this Trademark 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 Trademark, 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 Mark. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Trademark 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 Trademark, and in and to each and every reissue or extension of the Trademark, and including the registration set forth on Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Trademark, 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 Trademark is being assigned as part of a transfer of the entire business or portion thereof to which the Trademark pertains as required by § 10 of the Lanham Act. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all applications and registrations for the Trademark 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 Trademark.
3. Warranty. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in or to the Trademark 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.

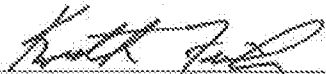
7. Counterparts; Electronic Signature. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Agreement.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

Signed this 7 day of January, ~~2015~~²⁰¹⁶.

ASSIGNOR:

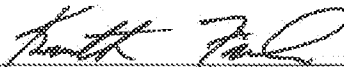
Lone Star Pet Supply, Ltd., L.L.P.



Name: Kenneth Fish
Title: Chief Financial Officer


ASSIGNEE:

Animal Supply Company, LLC



Name: Kenneth Fish
Title: Chief Financial Officer

EXHIBIT A

| Mark | App. Date | App. No. | Reg. Date | Reg. No. | Class/Goods/Services | Country |
|--|-----------|------------|------------|-----------|---|---------------|
| LONESTAR PET SUPPLY, INC.  LoneStarPet | 1/3/2005 | 78/540,975 | 12/27/2005 | 3,035,716 | Cl 35: Wholesale distributorships featuring pet food and other pet supplies | UNITED STATES |

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