OP \$140.00 258766

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM385096

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jones Natural Chews Company		05/18/2016	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Jones Naturals, LLC	
Street Address:	55 Beattie Place, Suite 1500	
City:	Greenville	
State/Country:	SOUTH CAROLINA	
Postal Code:	62704	
Entity Type:	Limited Liability Company: ILLINOIS	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2587663	
Registration Number:	3777449	TAFFYSNAPZ
Registration Number:	4267024	JONES NATURAL CHEWS
Registration Number:	4267091	JNC JONES NATURAL CHEWS CO. DOGS KNOW TH
Registration Number:	3290031	COUNTRY BUTCHER

CORRESPONDENCE DATA

Fax Number: 9193293831

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.

Phone: 9193293831

Email: ip@nelsonmullins.com

Correspondent Name: Nichole Hayden

Address Line 1: 100 North Tryon Street, 42nd Floor Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Nichole Hayden
SIGNATURE:	/Nichole Hayden/
DATE SIGNED:	05/20/2016

Total Attachments: 4

source=EXECUTED - Jones Naturals Trademark Assignment - 4814-6499-6401 v 1#page1.tif

TRADEMARK REEL: 005798 FRAME: 0435 source=EXECUTED - Jones Naturals Trademark Assignment - 4814-6499-6401 v 1#page2.tif source=EXECUTED - Jones Naturals Trademark Assignment - 4814-6499-6401 v 1#page3.tif source=EXECUTED - Jones Naturals Trademark Assignment - 4814-6499-6401 v 1#page4.tif

TRADEMARK REEL: 005798 FRAME: 0436

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>"), dated as of May 18, 2016, is entered into by and between Jones Natural Chews Company, an Illinois corporation (the "<u>Assignor</u>"), and Jones Naturals, LLC, an Illinois limited liability company (the "<u>Assignee</u>").

RECITALS

WHEREAS, the Assignor and the Assignee are parties to certain Asset Purchase Agreements dated as of even date herewith (the "<u>Purchase Agreement</u>"), pursuant to which the Assignor agreed to sell, assign, transfer and convey certain assets to the Assignee, including the following marks and registrations with the United States Patent and Trademark Office (the "<u>Trademarks</u>"):

Nerve		
h	2,587,663	Registered
TAFFYSNAPZ	3,777,449	Registered
JONES NATURAL CHEWS	4,267,024	Registered
Service Change Co. S.	4,267,091	Registered
	3,290,031	Registered

TRADEMARK REEL: 005798 FRAME: 0437 WHEREAS, the Assignor now desires to assign and transfer to the Assignee, and the Assignee desires to acquire from the Assignor, collectively, all of the Assignor's right, title and interest in and to the Trademarks and all goodwill associated therewith, in each case as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth in this Trademark Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment of Trademarks</u>. The Assignor hereby assigns, transfers and conveys to the Assignee and its respective successors and assigns, collectively, all of the Assignor's right, title and interest in and to (a) the Trademarks and all goodwill associated therewith, and (b) all rights to income and license fees deriving from the Trademarks to the extent earned after the date hereof, and (c) all causes of action, claims and rights to damages or profits arising by reason of any past, present or future infringements or unauthorized uses of the Trademarks, and the right to sue for and collect such damages or profits, in each case as permitted by law.
- 2. <u>Miscellaneous</u>. This Trademark Assignment is one of the Ancillary Agreements to be delivered in consummation of the transactions contemplated by the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of any Purchase Agreement or any rights or obligations of any party under any Purchase Agreement. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the applicable Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first written above.

<u>ASSIGNOR</u>: <u>ASSIGNEE</u>:

JONES NATURAL CHEWS COMPANY JONES NATURALS, LLC

Name: Laura L. Jones Name: L. Michelle Higdon

Title: Secretary/Treasurer Title: Chairperson

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

ASSIGNEE:

JONES NATURAL CHEWS COMPANY

JONES NATURALS, LLC

Name: Laura L. Jones

Title: Secretary/Treasurer

Name: L. Michelle Higdon

Title: Chairperson

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005798 FRAME: 0440

RECORDED: 05/20/2016