

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ray Marks Co. LLC		08/12/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Ray Marks II LLC		
Street Address:	900 Broadway, Suite 1001		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3632445	RACHAEL RAY	
Registration Number:	3632446	RACHAEL RAY	
CORRESPONDENCE DATA			
Fax Number:	2127540330		
<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:	212-907-7300		
Email:	rsilverman@golenbock.com		
Correspondent Name:	Robin E. Silverman		
Address Line 1:	711 Third Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Robin E. Silverman		
SIGNATURE:	/Robin E. Silverman/		
DATE SIGNED:	08/15/2016		
Total Attachments: 6			
source=Ray Mark Co Trademark Assignment#page1.tif			
source=Ray Mark Co Trademark Assignment#page2.tif			
source=Ray Mark Co Trademark Assignment#page3.tif			

OP \$65.00 3632445

source=Ray Mark Co Trademark Assignment#page4.tif
source=Ray Mark Co Trademark Assignment#page5.tif
source=Ray Mark Co Trademark Assignment#page6.tif

Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Agreement") is entered into this 12th day of August, 2016 ("Effective Date") by and between Ray Marks Co. LLC, a limited liability company organized under the laws of the state of New York ("Assignor"), and Ray Marks II LLC, a limited liability company organized under the laws of the state of Delaware ("Assignee").

WHEREAS, Assignor is the owner of certain trademark rights existing under the laws of the United States (and any state, territory or protectorate thereof), including but not limited to certain common law trademarks, certain registered trademarks, and certain applications for registration of trademarks containing or comprised of the words RACHAEL RAY in connection with pet food, including full feeding diets, foods, treats and/or snacks for dogs and/or cats, together with all of the goodwill symbolized thereby (the "RR Trademarks");

WHEREAS, Assignor owns 100% of the membership interests of Assignee;

WHEREAS, Assignee desires to acquire all of the Assignor's right, title and interest, in and to the RR Trademarks and certain other trademarks as owned by Assignor, and Assignor desires to assign all of its right, title and interest in and to such trademarks to Assignee, upon the terms and conditions set forth herein;

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

1. Assignor hereby irrevocably sells, sets over, assigns and transfers to Assignee, all of Assignor's right, title and interest existing under the laws of the United States (and any state, territory or protectorate thereof), whether now known or hereafter created, free and clear of all liens, security interests, known claims and encumbrances of any nature whatsoever, in perpetuity, in and to: (i) the

registrations for the RR Trademarks bearing registration number 3632446 and Registration number 3632445, together with all of the goodwill of the business symbolized thereby; (ii) the United States common law RR Trademarks, in each case solely as used in connection with pet food, including full feeding diets, foods, treats and/or snacks for dogs and/or cats, together with all of the goodwill of the business symbolized thereby; (iii) the United States common law trademarks BOOSCOTTI, ISABOO and MUTTBALLS, in each case solely as used in connection with pet food, including full feeding diets, foods, treats and/or snacks for dogs and/or cats, together with all of the goodwill of the business symbolized thereby; and (iv) the United States common law trademarks comprised of the Rachael Ray image and likeness as set forth on Schedule A, in each case solely as used in connection with pet food, including full feeding diets, foods, treats and/or snacks for dogs and/or cats, together with all of the goodwill of the business symbolized thereby; (collectively, (i) - (iv) the "Class 31 Marks"), along, to the fullest extent permitted by law, with any and all claims for past infringement, and the right to initiate suit and obtain damages and attorneys' fees and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation of the Class 31 Marks.

2. As respects any and all rights granted to Assignee by Assignor herein, such rights are granted solely with respect to the use or intended use of, and only to the extent that the Class 31 Marks are used or are intended to be used in connection with pet food, including full feeding diets, foods, treats and/or snacks for dogs and/or cats ("**Permitted Goods**").

3. Assignor acknowledges and agrees that the grant of rights to Assignee pursuant to the terms of this Agreement includes the exclusive and perpetual right in the United States (and any state, territory or protectorate thereof) to (i) apply for, and if issued, receive trademark registrations for the Class 31 Marks in Assignee's own name and (ii) exercise common law trademark rights in and to the Class 31 Marks in Assignee's own name.

4. Assignee understands and acknowledges that it shall not have the right to utilize or authorize any other person or entity to utilize: (i) the personality rights, name, image or likeness of Rachael Ray; or (ii) any trademarks containing or comprised of the words RACHAEL RAY, BOOSCOTTI, ISABOO and/or MUTTBALLS, or any derivation of any of the above in any form or manner or for any purpose, other than to the extent that, and only as, such are embodied in the Class 31 Marks.

5. Assignee acknowledges and agrees that as between Assignor and Assignee, Assignor is the owner of the rights in and to all other trademarks containing or comprised of the words RACHAEL RAY and all other BOOSCOTTI, ISABOO and/or MUTTBALLS trademarks and all goodwill associated with all of the foregoing, except for the rights specifically assigned to Assignee under this Agreement in the Class 31 Marks.

6. Assignee agrees not to object to or otherwise impede or obstruct: (i) Assignor's use the personality rights, name, image or likeness of Rachael Ray; and/or Assignor's use of, or applications for registration of, or registrations of any trademarks containing or comprised of the words RACHAEL RAY, BOOSCOTTI, ISABOO and/or MUTTBALLS or any derivations thereof (a) in the United States (or any state, territory or protectorate thereof), for or in connection with any goods or services other than the Permitted Goods or (b) anywhere in the world other than the United States (or any state, territory or protectorate thereof), in connection with any goods or services.

7. Assignor and Assignee acknowledge and agree that there is no likelihood of confusion between use of the Rachael Ray name and/or any trademarks containing or comprised of the words RACHAEL RAY, BOOSCOTTI, ISABOO and/or MUTTBALLS or any derivations thereof by Assignor and use of the Class 31 Marks by Assignee provided that any such use by Assignee is limited to and does not exceed use with the Permitted Goods and is otherwise in compliance with the terms of this Agreement.

8. Assignor shall promptly, upon the request of Assignee and at Assignee's cost, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee may

request to permit Assignee to record the assignment covered by this Agreement or any other documents, all as Assignee may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms or intent of this Agreement.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 12th day of August, 2016.

Ray Marks Co. LLC

By: _____
Name: John Cusimano
Title: Executive Vice President

ACKNOWLEDGEMENT

State of New York)
) ss:
County of New York)

On the 12th day of August in the year 2016 before me, the undersigned, personally appeared John Cusimano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Judith Keane
Notary Public

JUDITH KEANE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KE6308414
Qualified in New York County
My Commission Expires 7/21/18

[Signature Page to Trademark Assignment]

SCHEDULE A

