

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RDB Investments, Inc.		12/30/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	PetSolutions LLC		
Street Address:	802 Orchard Lane		
City:	Beavercreek		
State/Country:	OHIO		
Postal Code:	45434		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2048244	PET SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2158518383		
<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:	2158518522		
Email:	lcolflesh@eckertseamans.com		
Correspondent Name:	Roberta Jacobs-Meadway		
Address Line 1:	50 South 16th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102-2516		
NAME OF SUBMITTER:	Roberta Jacobs-Meadway		
SIGNATURE:	/rjacobsmeadway/		
DATE SIGNED:	01/03/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

WHEREAS, RDB Investments, Inc., an Ohio Corporation, having an address at 802 Orchard Lane, Beavercreek, Ohio, 45434 (“**Assignor**”), is the owner of all right, title and interest in and to the trademark set forth below (the “**Trademark**”);

<u>Trademark</u>	<u>U.S. Trademark Registration No.</u>
PET SOLUTIONS	2,048,244

WHEREAS, PetSolutions LLC, a Delaware limited liability company, having an address at 802 Orchard Lane, Beavercreek, Ohio, 45434 (“**Assignee**”), desires to acquire from Assignor all rights, title and interest in and to the Trademark and all versions of the Trademark, and the goodwill of the business symbolized by the Trademark, and the registration for the Trademark, including all common law rights; and

WHEREAS, it is desired that an assignment of the Trademark be made of record in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee enter into this Trademark Assignment according to the following terms and conditions:

1. **Assignment.** For good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby irrevocably assigns and transfers to Assignee, all its rights, title and interest in and to the Trademark and all versions of the Trademark, together with the goodwill of the business symbolized by the Trademark, and the registration for the Trademark, and all rights to damages and profits, due or accrued, arising out of past infringements of the Trademark and the right to sue for and recover the same. Assignee acknowledges that the Trademark is currently subject to a security interest provided to Golub Capital Markets LLC, as administrative agent, which was executed on July 5, 2016 and

recorded at the United States Patent and Trademark Office on July 5, 2016, and accepts such assignment of the Trademark subject to this security interest.

2. **Necessary Documents.** Assignor hereby agrees to execute and deliver to Assignee, its successors and assigns, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's ownership of all rights, titles and interests of every kind and nature whatsoever, in and to the Trademark. Assignee hereby accepts the assignment and transfer of the Trademarks, including the recordal of such assignment and transfer on the trademark registry of relevant jurisdictions.

3. **Governing Law.** This Trademark Assignment shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Ohio without regard to choice of law principles.


4. **Counterparts.** This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

5. **Amendments.** This Trademark Assignment shall not be amended, modified, or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed in its name by duly-authorized officers this 30 day of December, 2016.

RDB Investments, Inc.
(Assignor)

Signature: _____


Name: Thomas McNeely
Position: Director

PetSolutions LLC
(Assignee)

Signature: _____


Name: Thomas McNeely
Position: President

[Signature Page to Trademark Assignment]