

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432442

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arthur Dogswell, L.L.C.		04/18/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Whitebridge Pet Brands, LLC		
<b>Street Address:</b>	11401 Olive Blvd.		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63141		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 43</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1469297	NATURAL LIFE PET PRODUCTS	
<b>Registration Number:</b>	1734131	LAMADERM	
<b>Registration Number:</b>	1747321	NATURAL LIFE PET PRODUCTS, INC.	
<b>Registration Number:</b>	2927944	DOGSWELL	
<b>Registration Number:</b>	3028291	MELLOW MUT	
<b>Registration Number:</b>	3028299	HAPPY HEART	
<b>Registration Number:</b>	3028301	HAPPY HIPS	
<b>Registration Number:</b>	3075995	BREATHIES	
<b>Registration Number:</b>	3260362	NATURALLIFE NUTRITIONAL PET PRODUCTS	
<b>Registration Number:</b>	3388203	CATSWELL	
<b>Registration Number:</b>	3457532	HAPPY HIPS	
<b>Registration Number:</b>	3472272	NATURAL LIFE	
<b>Registration Number:</b>	3548876	VITAKITTY	
<b>Registration Number:</b>	3571180	VEGGIE LIFE	
<b>Registration Number:</b>	3920428	NUTRISCA	
<b>Registration Number:</b>	3927277	BISCUITS WITH BENEFITS	
<b>Registration Number:</b>	3943325	DOGSWELL	
<b>Registration Number:</b>	3969571	CATSWELL	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3987619	VITALITY
Registration Number:	4005885	HAPPY HIPS
Registration Number:	4020234	TUMMIES
Registration Number:	4044812	DOGSWELL
Registration Number:	4420029	JERKY BARS
Registration Number:	4427811	RAWDICULOUS
Registration Number:	4459287	DOGSWELL STUDIOS
Registration Number:	4460264	LIVE FREE
Registration Number:	4467762	SOLOS
Registration Number:	4472629	DIGESTIBITS
Registration Number:	4740724	
Registration Number:	4740725	DOGSWELL
Registration Number:	4753285	SUPER BOOST
Registration Number:	4775336	VITALITY
Registration Number:	4842535	TRULY SHREDDED
Registration Number:	4842536	TRULY FLAKED
Registration Number:	4852324	BOUNDLESS
Registration Number:	4887951	DUETS
Registration Number:	5016161	DOGSWELL
Registration Number:	5104977	NUTRISCA NURTURE THE JOURNEY
Serial Number:	86292152	
Serial Number:	86292160	CATSWELL
Serial Number:	86292167	
Serial Number:	86292171	CATSWELL
Serial Number:	86338063	NUTRITION YOU CAN SEE

**CORRESPONDENCE DATA**

**Fax Number:** 3125585700

*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:** (312) 558-6352

**Email:** mfoy@winston.com

**Correspondent Name:** Michelle Foy, Winston & Strawn LLP

**Address Line 1:** 35 West Wacker Drive

**Address Line 2:** Suite 4200

**Address Line 4:** Chicago, ILLINOIS 60601-9703

**ATTORNEY DOCKET NUMBER:** 015037.7

**NAME OF SUBMITTER:** Michelle Foy

**SIGNATURE:** /Michelle Foy/

**DATE SIGNED:**

06/23/2017

**Total Attachments: 11**

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## TRADEMARK ASSIGNMENT

WHEREAS, Arthur Dogswell, L.L.C., a Delaware limited liability company, ("Assignor"), and Whitebridge Pet Brands, LLC, a Delaware limited liability company, ("Assignee"). have entered into that certain Merger Agreement, dated as of April 18, 2017 (the "Merger Agreement"); and

WHEREAS, Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

WHEREAS, pursuant to the Merger Agreement, Assignor has agreed to execute this Copyright Assignment ("Assignment") to enable Assignee to record the assignment of all of Assignor's right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks").

NOW THEREFORE, for good and valuable consideration provided for in the Merger Agreement, the receipt of which is hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest throughout the world in the Marks. The parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, together with the ongoing and existing business of Assignor to which the Marks pertain and the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright and domain name rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.
4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or

portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware, without regard to its conflicts of law principles.

[Signature page follows.]

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

ARTHUR DOGSWELL, L.L.C.

By:  \_\_\_\_\_

Name: Joseph R. Rondinelli

Title: Secretary

Date: May 17, 2017

WHITEBRIDGE PET BRANDS, LLC

By:  \_\_\_\_\_

Name: Joseph R. Rondinelli

Title: Secretary




Date: May 17, 2017

## EXHIBIT A





### MARKS

#### Registered Marks

NO.	MARK	U.S. TRADEMARK REG./APP. NUMBER	REG. DATE
1.	NATURAL LIFE PET PRODUCTS	Reg. No. 1,469,297	Dec. 15, 1987
2.	LAMADERM	Reg. No. 1,734,131	Nov. 17, 1992
3.		Reg. No. 1,747,321	Jan. 19, 1993
4.	DOGSWELL	Reg. No. 2,927,944	Feb. 22, 2005
5.	MELLOW MUT	Reg. No. 3,028,291	Dec. 13, 2005
6.	HAPPY HEART	Reg. No. 3,028,299	Dec. 13, 2005
7.	HAPPY HIPS	Reg. No. 3,028,301	Dec. 13, 2005
8.	BREATHIES	Reg. No. 3,075,995	Apr. 04, 2006
9.		Reg. No. 3,260,362	Jul. 10, 2007
10.	CATSWELL	Reg. No. 3,388,203	Feb. 26, 2008
11.	HAPPY HIPS	Reg. No. 3,457,532	Jul. 01, 2008
12.	NATURAL LIFE	Reg. No. 3,472,272	Jul. 22, 2008
13.	VITAKITTY	Reg. No. 3,548,876	Dec. 23, 2008
14.	VEGGIE LIFE	Reg. No. 3,571,180	Feb. 10, 2009
15.	NUTRISCA	Reg. No. 3,920,428	Feb. 15, 2011
16.	BISCUITS WITH BENEFITS	Reg. No. 3,927,277	Mar. 08, 2011
17.		Reg. No. 3,943,325	Apr. 12, 2011
18.		Reg. No. 3,969,571	May 31, 2011
19.	VITALITY	Reg. No. 3,987,619	Jul. 05, 2011
20.	HAPPY HIPS	Reg. No. 4,005,885	Aug. 02, 2011
21.	TUMMIES	Reg. No. 4,020,234	Aug. 30, 2011
22.	DOGSWELL	Reg. No. 4,044,812	Oct. 25, 2011
23.	JERKY BARS	Reg. No. 4,420,029	Oct. 15, 2013
24.	RAWDICULOUS	Reg. No. 4,427,811	Nov. 05, 2013
25.		Reg. No. 4,459,287	Dec. 31, 2013
26.	LIVEFREE	Reg. No. 4,460,264	Dec. 31, 2013
27.	SOLOS	Reg. No. 4,467,762	Jan. 14, 2014
28.	DIGESTIBITS	Reg. No. 4,472,629	Jan. 21, 2014

NO.	MARK	U.S. TRADEMARK REG./APP. NUMBER	REG. DATE
29.		Reg. No. 4,740,724	May 19, 2015
30.		Reg. No. 4,740,725	May 19, 2015
31.	SUPER BOOST	Reg. No. 4,753,285	Jun. 09, 2015
32.	VITALITY	Reg. No. 4,775,336	Jul. 21, 2015
33.	TRULY SHREDDED	Reg. No. 4,842,535	Oct. 27, 2015
34.	TRULY FLAKED	Reg. No. 4,842,536	Oct. 27, 2015
35.	BOUNDLESS	Reg. No. 4,852,324	Nov. 10, 2015
36.	DUETS	Reg. No. 4,887,951	Jan. 19, 2016
37.		Reg. No. 5,016,161	Aug. 09, 2016
38.	NUTRISCA NURTURE THE JOURNEY	Reg. No. 5,104,977	Dec. 20, 2016

*Pending Trademarks*

NO.	MARK	U.S. TRADEMARK REG./APP. NUMBER	FILING DATE
1.		App. No. 86/292,152	May 27, 2014
2.		App. No. 86/292,160	May 27, 2014
3.		App. No. 86/292,167	May 27, 2014
4.		App. No. 86/292,171	May 27, 2014
5.	NUTRITION YOU CAN SEE	App. No. 86/338,063	Jul. 15, 2014

**Foreign Trademarks**

**A. Australia.**

*Registered Marks*

NO.	MARK	AU NUMBER	IR NUMBER	REG. DATE
1.	LAMADERM	1059900	849365	Apr. 04, 2005
2.	NATURAL LIFE	133200	1017765	Oct. 14, 2009
3.	NATURAL LIFE PET PRODUCTS	1054469	847020	Apr. 04, 2005



**B. Brazil.***Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	REG. DATE
1.	VITALITY	Reg. No. 830,918,990	Oct. 18, 2016
2.	HAPPY HIPS	Reg. No. 830,919,139	Jul. 01, 2014
3.	DOGSWELL (Design)	Reg. No. 830,945,881	Jul. 08, 2014
4.	DOGSWELL	Reg. No. 830,918,981	Jul. 01, 2014

**C. Canada.***Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	OWNER OF RECORD	REG. DATE
1.	BREATHIES	Reg. No. TMA 761,036	Dogswell	Mar. 08, 2010
2.	MELLOW MUT	Reg. No. TMA 762,727	Dogswell	Mar. 26, 2010
3.	BISCUITS WITH BENEFITS	Reg. No. TMA 769,872	Dogswell	Jun. 16, 2010
4.	DOGSWELL (Design)	Reg. No. TMA 825,194	Dogswell	May 31, 2012
5.	CATSWELL (Design)	Reg. No. TMA 838,070	Dogswell	Dec. 10, 2012
6.	DOGSWELL	Reg. No. TMA 843,369	Dogswell	Feb. 14, 2013
7.	NUTRISCA	Reg. No. TMA 848,030	Dogswell	Apr. 09, 2013
8.	NATURAL LIFE & DESIGN	Reg. No. TMA 400,484	Grasshopper Packing Company, LLC	Jul. 24, 1992
9.	NATURAL LIFE NUTRITIONAL PET PRODUCTS, INC. & DESIGN	Reg. No. TMA 763,573	Grasshopper Packing Company, LLC	Apr. 08, 2010
10.	NATURAL LIFE	Reg. No. TMA 763,822	Grasshopper Packing Company, LLC	
11.	DOGSWELL	Reg. No. TMA 738,980	Dogswell	Apr. 28, 2009
12.	HAPPY HIPS	Reg. No. TMA 760,900	Dogswell	Mar. 04, 2010

*Pending Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	FILING DATE
1.	LIVEFREE	App. No. 1,671,440	Apr. 04, 2014
2.	CATSWELL (& Design)	App. No. 1,678,278	May 23, 2014
3.	CATSWELL (& Design) (Reversed)	App. No. 1,678,279	May 23, 2014

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	FILING DATE
4.	DOGSWELL (& Design)	App. No. 1,678,282	May 23, 2014
5.	DOGSWELL (& Design) (Reversed)	App. No. 1,678,286	May 23, 2014
6.	SUPER BOOST	App. No. 1,718,476	Mar. 09, 2015
7.	DOGSWELL VITALITY	App. No. 1,744,460	Sep. 02, 2015

**D. China.**

*Registered Marks*

NO.	MARK	REG./APP. NUMBER	VALID TERM
1.	VITALITY	Reg. No. 10531959	Jun. 07, 2014 to Jun. 6, 2024
2.	HAPPY HIPS	Reg. No. 7074610	Aug. 21, 2010 to Aug. 20, 2020
3.	狗维康 (DOGSWELL in Chinese characters)	Reg. No. 7074608	Jul. 14, 2012 to Jul. 13, 2022
4.	CATSWELL (Design)	Reg. No. 8828820	Jan. 07, 2014 to Jan. 6, 2024
5.	DOGSWELL (Design)	Reg. No. 8828821	Jan. 07, 2014 to Jan. 6, 2024

*International Registrations in China*

NO.	MARK	REG./APP. NUMBER	OWNER OF RECORD	VALID TERM
1.	NATURAL LIFE	Reg. No. G1017765	Grasshopper Packing Company, LLC	Oct. 14, 2009 to Oct. 13, 2019
2.	NATURAL LIFE PET PRODUCTS	Reg. No. G847020	Grasshopper Packing Company, LLC	Renewed. Apr. 04, 2015 to Apr. 04, 2025
3.	LAMADERM	Reg. No. G849365	Grasshopper Packing Company, LLC	Renewed. Apr. 04, 2015 to Apr. 04, 2025

*Invalid Marks*

NO.	MARK	REG./APP. NUMBER	APPLICANT	STATUS
1.	DOGSWELL	App. No. 7074609	Arthur Dogswell, LLC	Filed Nov. 24, 2008. The application was denied. On 11/29/2012, Dogswell filed an appeal of the denial to the First Beijing High Court. The appeal was denied. The basis of the

NO.	MARK	REG./APP. NUMBER	APPLICANT	STATUS
				denial of the appeal was based on the use of the (as translated) generic terms "well dog" and "well cat," as well as the fact that there was no secondary meaning of the marks in China, because there was no actual sales of Dogswell products in China. Dogswell made the decision not to file a further appeal.
2.	CATSWELL	App. No. 7074607	Arthur Dogswell, LLC	Same as above.
3.	NATURAL LIFE	Reg. No. 762149	Grasshopper Packing Company, LLC	Valid term: Aug. 21, 1995 to Aug. 20, 2015 INVALID

#### E. European Community.

##### *Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	REG. DATE
1.	DOGSWELL	Reg. No. 6,496,798	Nov. 27, 2008
2.	HAPPY HIPS	Reg. No. 7,212,351	Jun. 03, 2009
3.	VEGGIE LIFE	Reg. No. 7,212,384	Jun. 03, 2009
4.	DOGSWELL	Reg. No. 10,231,884	Feb. 02, 2012
5.	DOGSWELL VITALITY	Reg. No. 10,743,227	Aug. 01, 2012
6.	DOGSWELL (Design)	Reg. No. 9,509,365	Apr. 26, 2011
7.	NATURAL LIFE	Reg. No. 1,017,765	Oct. 14, 2009
8.	CATSWELL	App. No. 007212392	Apr. 09, 2008 Dec. 17, 2009 (Abandoned)
9.	NATURAL LIFE PET PRODUCTS	Reg. No. 847,020	Apr. 04, 2005
10.	LAMADERM	Reg. No. 849,365	Apr. 04, 2005

#### F. Hong Kong.

##### *Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	OWNER OF RECORD	REG. DATE
1.	NATURAL LIFE	Reg. No.	Grasshopper Packing	Registered Feb. 08,

	PET PRODUCTS	1997B02286	Company, LLC	1994. Expiration date Feb. 08, 2025.
2.	NATURAL LIFE	Reg. No. 301449964	Grasshopper Packing Company, LLC	Registered Oct. 14, 2009. Expiration date Oct. 13, 2019.

**G. Indonesia.**

*Pending Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	REG. DATE
1.	NATURAL LIFE	App. No. D00200200723-00726	Jan. 14, 2002

**H. International Registration.**

*Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	REG. DATE
1.	NATURAL LIFE	Reg. No. 1,017,765	Oct. 14, 2009
2.	NATURAL LIFE PET PRODUCTS	Reg. No. 847,020	Apr. 04, 2005
3.	LAMADERM	Reg. No. 849,365	Apr. 04, 2005

**I. Japan.**

*Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	REG. DATE
1.	DOGSWELL	Reg. No. 5,136,013	May 23, 2008
2.	HAPPY HIPS	Reg. No. 5,211,242	Mar. 06, 2009
3.	DOGSWELL (Design)	Reg. No. 5,406,646	Apr. 15, 2011
4.	CATSWELL (Design)	Reg. No. 5,409,585	Apr. 28, 2011
5.	NATURAL LIFE	Reg. No. 1,017,765	Apr. 15, 2011
6.	LAMADERM	Reg. No. 849,365	Apr. 04, 2005

**J. Korea.**

*Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	REG. DATE
1.	NATURAL LIFE	Reg. No. 1,017,765	Oct. 14, 2009
2.	NATURAL LIFE PET PRODUCTS	Reg. No. 847,020	Apr. 04, 2005

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	REG. DATE
3.	LAMADERM	Reg. No. 849,365	Apr. 04, 2005

**K. Mexico.**

*Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	REG. DATE
1.	HAPPY HIPS	Reg. No. 1,260,938	Jan. 17, 2012
2.	DOGSWELL (Design)	Reg. No. 1,310,583	Sep. 11, 2012
3.	DOGSWELL	Reg. No. 1,313,155	Sep. 24, 2012

*Pending Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	REG. DATE
1.	VITALITY	App. No. 1,169,770	Apr. 08, 2011 Dogswell and Cargill have an executed coexistence agreement in Mexico. Despite the existence of this coexistence agreement, on 10/31/2012, the appeal of the denial of the application (to register the mark) also was denied due to a likelihood of confusion between the Cargill VITALITY mark (horse feed) and the Dogswell VITALITY mark (pet treats and pet food).

**L. New Zealand.**

*Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	REG. DATE
1.	NATURAL LIFE	Reg. No. 814,337	Apr. 22, 2010

**M. Singapore.**

*Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	REG. DATE
1.	DOGSWELL	Reg. No. T09/14655Z	Dec. 16, 2009
2.	DOGSWELL (Design)	Reg. No. T10/14754H	Nov. 10, 2010
3.	CATSWELL (Design)	Reg. No. T11/00059A	Jan. 05, 2011

**N. Switzerland.**

*Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	OWNER OF RECORD	REG. DATE
1.	NATURAL LIFE PET PRODUCTS "PEOPLE HEALING PETS NATURALLY"	Reg. No. P-466146	Grasshopper Packing Company, LLC	Oct. 27, 1999

**O. Turkey.**

*Registered Marks*

NO.	MARK	FOREIGN TRADEMARK REG./APP. NUMBER	OWNER OF RECORD	REG. DATE
1.	FELICAT	Reg. No. 200205825	Grasshopper Packing Company, LLC	Jul. 18, 2003