

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pet Brands, Inc.		06/07/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Pet Brands Products, LLC		
Street Address:	425 Metro Place North		
Internal Address:	Suite 690		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87117604	CLEAN SCIENCE HEALTHY WHOLESOME	
Serial Number:	87117573	CLEAN SCIENCE HEALTHY WHOLESOME	
Serial Number:	87347162	WHITE PIG FARMS SERRANO	
Serial Number:	87164880	COOKN' UP THE GOOD STUFF! COUNTRY KITCHEN	
Serial Number:	87061466	CLEAN SCIENCE	
Serial Number:	86644195	CLEAN SCIENCE	
Serial Number:	86938481	AIN'T-LERS	
Registration Number:	4278980	COUNTRY KITCHEN	
Registration Number:	4199145	COUNTRY KITCHEN	
Registration Number:	3600057	KNOW YOUR PET	
CORRESPONDENCE DATA			
Fax Number:	2024678900		
<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:	202-467-8800		
Email:	iplaw@vorys.com		
Correspondent Name:	Vincent C. Lombardozzi		
Address Line 1:	IPLAW@VORYS, P.O. Box 2255		
Address Line 4:	Columbus, OHIO 43216-2255		

CH \$265.00 87117604

ATTORNEY DOCKET NUMBER:	057383-000003
NAME OF SUBMITTER:	Vincent C. Lombardozi
SIGNATURE:	/vcl/
DATE SIGNED:	08/08/2017
Total Attachments: 4 source=Pet Brands Assignment#page1.tif source=Pet Brands Assignment#page2.tif source=Pet Brands Assignment#page3.tif source=Pet Brands Assignment#page4.tif	

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "**Agreement**"), dated as of June 7, 2017, is by and between Pet Brands, Inc., an Ohio corporation (the "**Transferor**"), and Pet Brands Products, LLC, an Ohio limited liability company (the "**Transferee**").

WHEREAS, Transferee is a wholly owned subsidiary of Transferor;

WHEREAS, Transferor is engaged in the business of producing and selling pet products including treats, dental chews, biscuits, snacks, toys and accessories (the "**Business**"); and

WHEREAS, Transferor and Transferee desire to enter into this Agreement pursuant to which Transferor will convey all assets and liabilities used in the Business to Transferee.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Assets. On the terms and subject to the conditions set forth in this Agreement, Transferor hereby transfers, assigns, conveys and delivers to Transferee, and Transferee does hereby acquire and accept from Transferor, all of Transferor's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, which relate to, or are used or held for use in connection with, the Business (the "**Assets**"), including, but not limited to all contracts, notes, commitments, undertakings, indentures, permits, filings, licenses, applications, registrations, books and records, and all other agreements.

2. Assumed Liabilities. Transferee hereby assumes and shall perform, pay and discharge when due all liabilities and obligations of Transferor resulting from, relating to or arising out of the Assets of whatever kind or nature (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise).

3. Other Agreements of the Parties.

(a) State Feed Licenses. The parties agree that the licenses for the sale of commercial feed in the states listed in Exhibit A, attached hereto and incorporated herein by reference (the "**Feed Licenses**"), shall remain in the name of Transferor until each Feed License is renewed in accordance with the applicable state's law, at which time, each Feed License will be renewed in the name of Transferee. Until the Feed Licenses are in the name of Transferee, Transferee hereby appoints Transferor as its agent for the sale of commercial feed in each of the applicable states on behalf of Transferee. All revenue from the sale of commercial feed shall belong to Transferee.

(b) Use of Transferor's Name. Transferor hereby grants Transferor a limited license to use its name "Pet Brands, Inc." on the inventory, packaging, supplies, parts and other inventories that are in the possession of Transferor immediately prior to the transaction contemplated herein. Transferee agrees that any new inventory, packaging,

supplies, parts and other inventories acquired after the date hereof will only bear Transferee's name.

(c) Liens. The Assets are acquired by Transferee subject to any and all claims, liens (statutory or other), options, security interests, or restriction of any kind, including, but not limited to the liens of HD Special-Situations II, LP and Wells Fargo Bank, National Association as evidenced by UCC financing statements filed with the Ohio Secretary of State. The parties agree to cooperate to cancel such UCC financing statements evidencing the foregoing liens in the name of Transferor and request UCC financing statement in the name of Transferee.

4. Representations and Warranties of the Transferor.

(a) Organization of Transferor. Transferor is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio.

(b) Authority. Transferor has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferor has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferor and (assuming due authorization, execution and delivery by Transferee) shall constitute Transferor's legal, valid and binding obligation, enforceable against it in accordance with its terms.

(c) Ownership and Transfer of Assets. Transferor has valid, good and marketable title to, or in the case of leased or subleased Assets, valid and subsisting leasehold interests in, all of the Assets, and such Assets are free and clear of all liens. Transferor has the unrestricted right to transfer, assign, convey and deliver to Transferee all right, title and interest in and to, or in the case of leased or subleased Assets, all right, title and interest in and to the leasehold interest relating to, the Assets without penalty or other adverse consequences.

(d) Consents and Approvals. Except as otherwise set forth herein, all consents, approvals or agreements of any individual or entity required to be obtained by the Assignor in connection with the execution and performance by the Assignor of this Agreement have been obtained.

5. Representations and Warranties of the Transferee.

(a) Organization of Transferee. Transferee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio.

(b) Authority. Transferee has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferee has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby.

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

Pet Brands, Inc.

By 

Name: C. Matthew Hunnell

Title: CEO

Pet Brands Products, LLC

By 

Name: Gary Nutter

Title: President