# Electronic Version v1.1

Stylesheet Version v1.2

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

TRADEMARK ASSIGNMENT COVER SHEET

#### **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 KITCHE
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

900416562

Fax Number: 2024678900

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: 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

TRADEMARK

**REEL: 006125 FRAME: 0273** 

ATTORNEY DOCKET NUMBER:	057383-000003	
NAME OF SUBMITTER:	Vincent C. Lombardozzi	
SIGNATURE:	/vcl/	
DATE SIGNED:	08/08/2017	
Total Attachments: 4		
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TRADEMARK REEL: 006125 FRAME: 0274

### 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. <u>Assumed Liabilities</u>. 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) <u>Use of Transferor's Name</u>. 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,

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

(c) <u>Liens</u>. 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.

## Representations and Warranties of the Transferor.

- (a) <u>Organization of Transferor</u>. 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) <u>Consents and Approvals</u>. 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) <u>Organization of Transferee</u>. Transferee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio.
- (b) <u>Authority.</u> 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.

2

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This Agreement has been duly executed and delivered by Transferee and (assuming due authorization, execution and delivery by Transferor) shall constitute Transferee's legal, valid and binding obligation, enforceable against it in accordance with its terms.

- 6. <u>Further Assurances</u>. Transferor and Transferee agree to execute any and all documents and instruments of transfer, assignment, assumption or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.
- 7. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.
- 8. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 9. <u>Amendment and Modification</u>. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.
- 10. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Ohio in each case located in the city of Columbus and County of Franklin.
- 11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

3

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

Pet Brands, I

Name: C. Mathew Hunnell

Title: CEO

Pet Brands Products, LLC

Title: 61051 Dent

**RECORDED: 08/08/2017**