

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutri-Vet Wellness, LLC		05/04/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Manna Pro Products, LLC		
Street Address:	707 Spirit 40 Park Drive		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63005		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4653053	OPTIMAL PET	
Registration Number:	2542854	NUTRI-VET	
Registration Number:	4040035	NUTRI-VET	
Registration Number:	4036666	NUTRI-VET	
Registration Number:	4040034	NUTRI-VET	
Registration Number:	4036667	NUTRI-VET	
Registration Number:	3848820	NUTRI-VET EYE RINSE	
Registration Number:	2515526	THE FUTURE OF PET NUTRITION	
Registration Number:	2536805	GREEN GRASS	
Registration Number:	2490982	CALMATOL	
Registration Number:	4523313	HIDE'EMS	
Registration Number:	3532078	ALLERG-EZE	
Registration Number:	3522139	NASTY HABIT	
Registration Number:	2875007	URI-EASE	
Registration Number:	3843052	V PRO	
Registration Number:	3467572	PET-EASE	
Registration Number:	3295209	GRASS GUARD	
Registration Number:	2875008	TREATS WITH A PURPOSE	
Registration Number:	3121109	PETRA-VET	
TRADEMARK			

OP \$490.00 4653053

CORRESPONDENCE DATA**Fax Number:** 3146122323

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: 3146215070**Email:** iptm@armstrongteasdale.com**Correspondent Name:** Armstrong Teasdale LLP**Address Line 1:** 7700 Forsyth Boulevard, Suite 1800**Address Line 4:** Saint Louis, MISSOURI 63105**ATTORNEY DOCKET NUMBER:** 3409-56**NAME OF SUBMITTER:** Courtney Jackson**SIGNATURE:** /Courtney Jackson/**DATE SIGNED:** 08/18/2017**Total Attachments: 5**

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of May 4, 2017 (this "Assignment"), is made and entered into by and among Nutri-Vet Wellness, LLC, a Delaware limited liability company (the "Assignor"), and Manna Pro Products, LLC a Missouri limited liability company (the "Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor operates an animal feed manufacturing, sale and distribution business, including through the use of the trademarks and trademark applications set forth in Exhibit A hereto (the "Marks"); and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Marks) unassignable Marks or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Marks. In the event any such unassignable Marks subsequently become assignable, Assignor

shall promptly take all necessary action to assign such Marks to Assignee, upon request thereof by Assignor.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law. The law of the State of Missouri shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Missouri or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Missouri.

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and

thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

13. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

ASSIGNOR:

NUTRI-VET WELLNESS, LLC

By: 

Name: Roger W. Cook

Title: Exec VP - Business Dev

ASSIGNEE:

MANNA PRO PRODUCTS, LLC

By: 

Name: John Howe

Title: CEO

EXHIBIT A

United States

Mark	Status	Serial No.	Reg. No.	Filing Date	Reg. Date
OPTIMAL PET	Registered	77/472,785	4,653,053	5/13/2008	12/9/2014
NUTRI-VET	Registered	76/224,296	2,542,854	3/13/2001	2/26/2002
NUTRI-VET	Registered	76/706,865	4,040,035	3/17/2011	10/18/2011
NUTRI-VET	Registered	76/706,866	4,036,666	3/17/2011	10/11/2011
NUTRI-VET	Registered	76/706,864	4,040,034	3/17/2011	10/18/2011
NUTRI-VET	Registered	76/706,867	4,036,667	3/17/2011	10/11/2011
NUTRI-VET EYE RINSE	Registered	77/822,020	3,848,820	9/8/2009	9/14/2010
THE FUTURE OF PET NUTRITION	Registered	78/027,789	2,515,526	9/26/2000	12/4/2001
GREEN GRASS	Registered	78/027,793	2,536,805	9/26/2000	2/5/2002
CALMATOL	Registered	78/027,796	2,490,982	9/26/2000	9/18/2001
HIDE'EMS	Registered	85/931,727	4,523,313	5/14/2013	4/29/2014
ALLERG-EZE	Registered	77/282,109	3,532,078	9/18/2007	11/11/2008
NASTY HABIT	Registered	77/304,483	3,522,139	10/15/2007	10/21/2008
URI-EASE	Registered	78/298,209	2,875,007	9/9/2003	8/17/2004
V PRO	Registered	77/864,722	3,843,052	11/4/2009	8/31/2010
PET-EASE	Registered	77/341,668	3,467,572	11/30/2007	7/15/2008
GRASS GUARD	Registered	78/732,987	3,295,209	10/13/2005	9/18/2007
TREATS WITH A PURPOSE	Registered	78/298,222	2,875,008	9/9/2003	8/17/2004
PETRA-VET	Registered	76/397,952	3,121,109	4/19/2002	7/25/2006

Foreign

Country/Region	Mark	Filing Date	Serial No.	Reg. Date	Reg. No.	Owner	Status
EU	NUTRI-VET	9/19/2011	10274141	2/22/2012	10274141	Nutri-Vet LLC	Registered
CA	NUTRI-VET	11/5/2012	1,601,011	4/9/2014	TMA875,312	Nutri-Vet LLC	Registered