

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440670

<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>
KDR Pet Treats LLC		08/22/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VIP Topco Pty Limited		
<b>Street Address:</b>	39-47 Albany Street		
<b>Internal Address:</b>	Crows Nest		
<b>City:</b>	New South Wales		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	2065		
<b>Entity Type:</b>	Private Limited Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3734901	FARMERS MARKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2157012273		
<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>			
<b>Phone:</b>	2156657273		
<b>Email:</b>	cmiller@cozen.com		
<b>Correspondent Name:</b>	Camille M. Miller		
<b>Address Line 1:</b>	1650 Market Street		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	BHF 0073US/397699		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Camille M. Miller		
<b>Address Line 1:</b>	1650 Market Street		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Camille M. Miller		

OP \$40.00 3734901

<b>SIGNATURE:</b>	/Camille M. Miller/
<b>DATE SIGNED:</b>	08/25/2017
<b>Total Attachments: 6</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of 22 AUGUST, 2017 ("Effective Date") and is entered into by and between KDR Pet Treats LLC, a California limited liability company with a principal place of business at 2676 South Maple Ave., Fresno, CA 93723 ("KDR") and VIP Topco Pty Limited, ACN (Australian Company Number) 605 943 486, an Australia limited private company with a principal place of business at 39-47 Albany Street, Crows Nest, New South Wales, Australia, 2065 ("VIPT"). Together, KDR and VIPT are referred to herein as the "Parties" and, individually, as a "Party". Capitalized terms used in this Assignment and not otherwise defined shall have the meaning attributed to them in that certain Settlement Agreement entered into between the Parties simultaneously with the execution of this Assignment (the "Agreement").

WHEREAS, in connection with the Agreement, KDR has agreed to sell, assign, transfer and convey to VIPT certain Trademarks and registrations and applications therefor owned by KDR and identified in Schedule A attached hereto, together with the goodwill associated therewith, on the terms and conditions set forth herein (the "Assigned Marks");

WHEREAS, KDR wishes to now sell, assign, transfer and convey to VIPT all rights, title and interest in and to the Assigned Marks, on the terms and conditions set forth herein; and

WHEREAS, VIPT wishes to accept the sale, assignment, transference and conveyance of all rights, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for and in exchange of the mutual promises set forth herein and in the Agreement, including, without limitation, the Initial Payment to be paid by VIPT to KDR pursuant to the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Assignment. In exchange for the consideration set forth above, immediately and automatically upon KDR's receipt of the Initial Payment, KDR does hereby assign, transfer, sell, and convey to VIPT all worldwide rights, title and interest in and to the Assigned Marks including, without limitation, all goodwill of KDR's business associated with such Assigned Marks or symbolized thereby, including all rights of any kind whatsoever of KDR accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Representation and Warranty. KDR hereby represents and warrants that as of the Effective Date it is the sole and exclusive legal and beneficial owner of all rights, title, and interest in and to the Assigned Marks and that the Assigned Marks do

not infringe upon, misappropriate, or otherwise violate the rights including, without limitation, the intellectual property rights, of any person or entity. KDR further represents and warrants that no third party has any right to use the Assigned Marks pursuant to a license agreement, consent, authorization, covenant not to sue, or otherwise. KDR further represents and warrants that the FARMERS MARKET Registrations are valid and enforceable.

3. General Provisions.

- a. Assignment. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- b. Further Assurances. Each Party shall, upon the reasonable request of the other Party, execute such documents and perform such acts as may be reasonably necessary to give full effect to this Assignment, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to VIPT, or any assignee or successor thereto. Without limiting the foregoing, KDR shall execute and deliver to VIPT, at VIPT's reasonable expense, such assignments and other documents and perform all actions as are reasonably necessary to record and perfect the Assignment, and to vest in VIPT all rights, title, and interest in and to the Assigned Marks in accordance with applicable law and as set forth in Section 1. As between VIPT and KDR, VIPT shall be responsible, at VIPT's expense, for filing the Assignment and other documents, certificates, and instruments of conveyance with the applicable governmental authorities. KDR hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by VIPT.
- c. Entire Agreement. The Agreement and this Assignment, together with the Schedule attached hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- d. Severability. If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- e. Governing Law. This Assignment shall be governed solely by and

construed exclusively in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

- f. Counterparts. This Assignment 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 Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- g. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated above (or at such other address for a Party as shall be specified in a notice given in accordance with this Section).

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment, effective as of the Effective Date, by their duly authorized executives:

**KDR PET TREATS, LLC**

**VIP TOPCO PTY LIMITED**

\_\_\_\_\_  
(Authorized Signature)

*Justin Ryan*  
\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Printed Name

*Justin Ryan*  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title/Position

*Director*  
\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date Signed

*22 August 2017*  
\_\_\_\_\_  
Date Signed

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment, effective as of the Effective Date, by their duly authorized executives:

KDR PET TREATS, LLC

  
\_\_\_\_\_  
(Authorized Signature)

Aaron Merrill  
\_\_\_\_\_  
Printed Name

Chief Executive Officer  
\_\_\_\_\_  
Title/Position

22 AUGUST 2017  
\_\_\_\_\_  
Date Signed

VIP TOPCO PTY LIMITED

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date Signed

Schedule A

Assigned Marks

"Assigned Marks" shall mean all of KDR's rights, title, and interest (including common law rights and registered Trademark rights) in the United States, Canada, and elsewhere throughout the world in and to any trademark, service mark, trade name, and/or corporate name comprising the term FARMERS MARKET (or variation thereof), in whole or in part, used in connection with pet food, pet treats or related goods or services, and all goodwill of KDR's business associated therewith, including, without limitation, all rights, title, and interest, in and to:

1. U.S. Trademark Registration No. 3734991 for FARMERS MARKET for pet treats; and
2. Canadian Trademark Application No. 1838397 for FARMERS MARKET for edible pet treats.

**TRADEMARK**