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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

11/03/2017
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ETAS ID: TM449594

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROSE AMERICA CORPORATION		01/07/2016	Corporation:

RECEIVING PARTY DATA

Name:	HYPER PET LLC
Street Address:	3100 S. Meridian Avenue
City:	Wichita
State/Country:	KANSAS
Postal Code:	67217-2002
Entity Type:	Corporation: DELAWARE Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3246296	BMB
Registration Number:	2137538	BMB
Registration Number:	1903569	SAND CANYON
Registration Number:	1350634	ROSE AMERICA CORPORATION
Registration Number:	2826628	HYPERDOG
Registration Number:	4578924	K-9 KANNON

CORRESPONDENCE DATA

Fax Number: 9136479057
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.
Email: tmdocketing.misemer@hoveywilliams.com
Correspondent Name: Dianne Smith-Misemer
Address Line 1: 10801 Mastin, Blvd., Suite 1000
Address Line 4: Overland Park, KANSAS 66210

ATTORNEY DOCKET NUMBER:	2394.00000
NAME OF SUBMITTER:	Dianne Smith-Misemer
SIGNATURE:	/Dianne Smith-Misemer/
DATE SIGNED:	11/03/2017

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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), effective as of January 7, 2016 (the "Effective Date"), is by and between Hyper Pet LLC, a Delaware limited liability company ("Assignee"), and Rose America Corporation, a Kansas corporation ("Assignor").

Recitals

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"; all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement), pursuant to which, among other things, Assignor has agreed to assign (at Sections 2.01(d) and 3.02(a)(iv) thereof) all of its rights, title and interests in, (i) the patents and patent applications listed on **Schedule A** attached hereto (all such patents, registrations and applications, collectively, the "Patents"), (ii) the trademarks listed on **Schedule B** attached hereto (all such trademarks, registrations and applications, collectively, the "Trademarks"), (iii) the copyrights set forth on **Schedule C** (all such copyrights, copyright registrations and copyright applications, collectively, the "Copyrights"), (iv) the domain names set forth on **Schedule D** (the "Domain Names"), and the know-how and common law intellectual property rights set forth on **Schedule E** (the "Know-how" and, collectively with the Patents, Trademarks, Copyrights, and Domain Names the "Assigned IP").

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. Subject to the terms and conditions of the Purchase Agreement, and for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Assigned IP and the registrations and applications therefor in the United States and throughout the world together with the goodwill of the business symbolized by the Assigned IP, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued, arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Assigned IP or such represented goodwill, in each case, subject to the terms and conditions of the Agreement. To the extent that any of the Trademarks constitute "intent to use" applications filed in the US Trademark Office, Assignor and Assignee hereby agree and acknowledge that such Trademarks are being assigned with all or substantially all of the Assignor's business relating to the respective Trademark.

2. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may require in order to vest all of Assignor's right, title and interest in and to the Assigned IP in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. No Implied Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. 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.

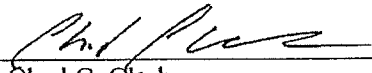
8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

SIGNATURE PAGE FOLLOWS

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

ASSIGNEE:

HYPER PET LLC,
a Delaware limited liability company

By: 
Name: Chad C. Clark
Title: President

ASSIGNOR:

ROSE AMERICA CORPORATION,
a Kansas corporation

By: _____
Name: Regina Kay Hanna
Title: President

[Remainder of page intentionally left blank]

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

ASSIGNEE:

HYPER PET LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ASSIGNOR:


ROSE AMERICA CORPORATION,
a Kansas corporation

By: *Regina K. Hanna, Pres.*
Name:
Title:

[Remainder of page intentionally left blank]

Schedule B

Trademarks

Mark	App. No./Reg. No.	Filing Date/Registration Date	Owner	Country
HYPERDOG (And Design) 	2,826,628	March 23, 2004	ROSE AMERICA CORPORATION (Registrant: Hyper Products)	US
K-9 KANNON	4,578,924	August 5, 2014	ROSE AMERICA CORPORATION	US
PETWEAR	2,356,318	June 6, 2000	ROSE AMERICA CORPORATION	US
ROSE AMERICA CORPORATION (And Design) 	1,350,634	July 23, 1985	ROSE AMERICA CORPORATION	US
BMB (And Design) 	3,246,296	May 29, 2007	ROSE AMERICA CORPORATION	US
SAND CANYON	1,903,569	July 4, 1995	ROSE AMERICA CORPORATION	US