

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458060

|   |  |                       |                        |
|---|--|-----------------------|------------------------|
| <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>     |
| MERRICK'S, INC.   |  | 10/17/2017            | Corporation: WISCONSIN |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                        |
| <b>Name:</b>  | Milk Specialties Company                           |                       |                        |
| <b>Also Known As:</b>   | Milk Specialties Global                            |                       |                        |
| <b>Street Address:</b>  | 7500 Flying Cloud Drive                            |                       |                        |
| <b>Internal Address:</b>  | Suite 500  |                       |                        |
| <b>City:</b>  | Eden Prairie                                       |                       |                        |
| <b>State/Country:</b>   | MINNESOTA  |                       |                        |
| <b>Postal Code:</b>   | 55344  |                       |                        |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                        |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                        |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                        |
| <b>Registration Number:</b>   | 1383598  | SUPER LAMB            |                        |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                        |
| <b>Fax Number:</b>  |  |                       |                        |
| <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>Email:</b>   | mengel@winthrop.com                                |                       |                        |
| <b>Correspondent Name:</b>  | Winthrop & Weinstine, P.A.                         |                       |                        |
| <b>Address Line 1:</b>  | 225 South Sixth Street                             |                       |                        |
| <b>Address Line 2:</b>  | Suite 3500   |                       |                        |
| <b>Address Line 4:</b>  | Minneapolis, MINNESOTA 55402                       |                       |                        |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 19767.10   |                       |                        |
| <b>NAME OF SUBMITTER:</b>   | Martha J. Engel                                    |                       |                        |
| <b>SIGNATURE:</b>   | /Martha J. Engel/                                  |                       |                        |
| <b>DATE SIGNED:</b>   | 01/15/2018   |                       |                        |
| <b>Total Attachments: 2</b>   |  |                       |                        |
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| source=assignment_Superlamb#page2.tif   |  |                       |                        |

OP \$40.00 1383598

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "*Agreement*"), effective as of October 17, 2017 (the "*Effective Date*"), is by and among Milk Specialties Company, a Delaware Corporation ("*Buyer*"), and Merrick's, Inc., a Wisconsin corporation ("*Seller*").

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement dated October 2, 2017, by and among Buyer, Merrick's of Minnesota, L.L.C., Wisconsin Seller, Merrick Animal Nutrition, Inc., a Nevada corporation, and William J. Merrick, III, and Johanna Nelson Kuehn (the "*Purchase Agreement*"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Buyer has agreed to assume, the Assets (as defined in the Purchase Agreement).

WHEREAS, Seller and Buyer desire to further clarify that the Assets include the Super Lamb® registered trademark.

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

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment and Assumption. Seller hereby confirms that it has irrevocably and forever assigned, granted, conveyed and transferred to the Buyer all of Seller's right, title and interest in and to any trademarks used in connection with the Assets, including the SUPER LAMB® mark (the "*Registered Mark*") and any common law rights in the Registered Mark (collectively the "*Trademarks*"). To the extent that any such rights were not previously conveyed to the Buyer, Seller hereby irrevocably and forever assigns, grants, conveys and transfers to the Buyer effective as of the date of the Purchase Agreement all of Seller's right, title and interest in and to the Trademarks.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assets 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.

3. Ownership; Validity. Seller represents and warrants that Seller is the sole and exclusive legal and beneficial owner of all right, title, and interest in and to the Registered Mark, and has the valid and enforceable right to use the Registered Mark free and clear of all Encumbrances. Seller has taken all reasonable and necessary steps to maintain and enforce the Registered Mark. The Registered Mark does not infringe, misappropriate, or otherwise violate the intellectual property or other rights of any Person.

4. Governing Law. The laws of the State of Wisconsin, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this Agreement.


5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A party may execute this Agreement via delivery of an executed counterpart hereof by facsimile or electronic mail (i.e., PDF) and such facsimile or electronic signatures shall be treated as original signatures for all purposes.

6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, notices, assignments, 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, including filing appropriate documentation with the United States Patent and Trademark Office.

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

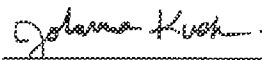
**BUYER:**

Milk Specialties Company

By:   
Name: Eddie Wells  
Its: President

**SELLER:**

Merrick's Inc.

By:   
Name: Johanna Kuehn  
Its: President

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