

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM461503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petmatrix LLC		08/27/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Spectrum Brands Pet Group Inc.		
Street Address:	One Rider Trail Plaza Drive		
Internal Address:	Suite 300		
City:	Earth City		
State/Country:	MISSOURI		
Postal Code:	63045		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87397762	DREAMCHEWS	
Serial Number:	87168568	DREAMNATURALS	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<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>			
Phone:	312-616-5600		
Email:	trademark@leydig.com		
Correspondent Name:	Michelle L. Zimmermann		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601-6745		
NAME OF SUBMITTER:	Michelle L. Zimmermann		
SIGNATURE:	/Michelle L. Zimmermann/		
DATE SIGNED:	02/08/2018		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS AND PATENTS

The undersigned, PETMATRIX LLC, a New York limited liability company having an address at One Rider Trail Plaza Drive, Suite 300, Earth City, MO 63045 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, received from SPECTRUM BRANDS PET GROUP INC., a Delaware corporation having an address at One Rider Trail Plaza Drive, Suite 300, Earth City, MO 63045 ("Assignee"), and pursuant to a certain Contribution Agreement entered into as of 11:59 pm CST on August 27, 2017, by and among Assignor and Assignee, does hereby assign, transfer, deliver and set over to Assignee and Assignee's successors and assigns forever, and Assignee hereby acquires from Assignor, all of Assignor's right, title and interest in and to:

1. The U.S. trademarks, service marks, trade names, logos, insignias, designs and other proprietary interests therein, including, without limitation, all registrations and applications for registration therefor listed on Exhibit A hereto, together with the whole of the good will of the business associated therewith (the "Trademarks").
2. The U.S. patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof listed on Exhibit B hereto (the "Patents", and, together with the Trademarks, the "Trademarks and Patents")

Said Trademarks and Patents to be held and enjoyed by Assignee, successor to the business or portion of the business of Assignor to which the Trademarks and Patents pertain, which business is ongoing and existing, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trademarks and Patents may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement, dilution, misappropriation or other violation of the Trademarks and Patents, with the right to sue and collect damages for its own use and benefit, and for the use and on behalf of its successors or assigns.

From and after the date hereof, Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to Assignee possession and use of the Trademarks and Patents to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

(Signature page follows)

PETMATRIX LLC

By: 

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

Date:

SPECTRUM BRANDS PET GROUP INC.

By: 

Name: Joanne P. Chomiak

Title: Treasurer

Date:

[Signature Page - IP Assignment Agreement (Petmatrix to SBPG Inc.)]

EXHIBIT A

Trademarks

See attached.

Mark	Application No.	Application Date
DREAMCHEWS	87397762	April 4, 2017
DREAMNATURALS	87168568	September 12, 2016