

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467337

<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>
Phoebe Products, LLC		03/27/2018	Limited Liability Company: WISCONSIN
Salubrious, Inc.		03/27/2018	Corporation: WISCONSIN
SO Bright, LLC		03/27/2018	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNG Phoebe, LLC		
<b>Street Address:</b>	38281 Industrial Park Road		
<b>Internal Address:</b>	c/o BrightPet Nutrition Group, LLC		
<b>City:</b>	Lisbon		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44432		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77637993	JUST SAY SO	
<b>Serial Number:</b>	77407175	SONATURAL	
<b>Serial Number:</b>	86248121	SO BRIGHT	
<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>	violetta.kokolus@dechert.com		
<b>Correspondent Name:</b>	Violetta Kokolus		
<b>Address Line 1:</b>	1095 Avenue of the Americas		
<b>Address Line 2:</b>	Dechert LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Violetta Kokolus		
<b>SIGNATURE:</b>	/Violetta Kokolus/		
<b>DATE SIGNED:</b>	03/27/2018		

CH \$90.00 77637993

**Total Attachments: 5**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is entered into as of March 27, 2018, by and among Phoebe Products, LLC, a Wisconsin limited liability company ("Phoebe"), Salubrious, Inc., a Wisconsin corporation ("Salubrious"), SO Bright, LLC, a Wisconsin limited liability company ("SO Bright" and, together with Phoebe and Salubrious, the "Sellers"), and BNG Phoebe, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Sellers and Buyer have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"); and

WHEREAS, Sellers desire to sell, convey, transfer, assign, deliver and contribute to Buyer, and Buyer desires to acquire from Sellers, Sellers' rights in and to certain intellectual property rights owned by Sellers.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer hereby agree as follows:

1. Sellers hereby irrevocably assign, sell, transfer, convey and deliver to Buyer, its successors, legal representatives and assigns, for the authority of the United States of America (including without limitation all state governments therein) and all foreign countries, Sellers' entire right, title and interest in and to the following (collectively, the "Assigned Intellectual Property"):

(a) the names "Phoebe," "Phoebe Products," "SO Bright" and "Salubrious," and the registered trademarks set forth on Schedule A (collectively, the "Assigned Trademarks"), together with that part of the goodwill of Seller's business associated with and symbolized by the Assigned Trademarks, including any applications, registrations, renewals and extensions thereof for the Assigned Trademarks, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any state therein or any foreign country, now or hereafter in effect, the same to be held and enjoyed by Buyer, Buyer's successors or assigns as by the applicable Seller had this Assignment not been made, together with all rights to collect royalties and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith; and

(b) the domain names set forth in Schedule B (the "Assigned Domain Names").

2. Each Seller hereby covenants and agrees that it shall at any time upon the request and at the expense of Buyer execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to correct, perfect and/or record Buyer's title to the Assigned Intellectual Property, including without limitation to promptly execute individual assignment agreements in such form as may be required by Buyer for

each jurisdiction in which any Assigned Intellectual Property is pending, issued or registered. Each Seller agrees that (a) until such time as Buyer is recorded or registered as the record owner of the Assigned Intellectual Property in each jurisdiction, such Seller promptly shall deliver to Buyer all notices, office actions and other correspondence received by it with respect to the Assigned Intellectual Property from any intellectual property office, governmental authority or any third party, and (b) such Seller shall not take any action with respect to the Assigned Intellectual Property, including without limitation filing any response to any office actions, except as may be authorized in advance by Buyer in its sole discretion.

3. Sellers hereby authorize and request the Patent and Trademark Office officials in the United States of America, the Internet domain name registrars for the Assigned Domain Names and, in each case, the corresponding government officials of any and all states of the United States of America and foreign countries whose duty is to issue intellectual property protection or other evidence or forms of industrial property protection on trademarks and/or Internet domain names to record this Assignment and to issue the same to Buyer, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. As soon as a reasonably practicable following execution of this Assignment, Sellers shall perform all acts necessary to effect the transfer of the Assigned Domain Names from Sellers to Buyer including, but not limited to, the execution, notarization, and return to Buyer or its agents of any transfer forms required by Buyer or the applicable Seller's Internet domain name registrar.

5. Each Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney in fact of such Seller, with full power of substitution and re-substitution, in whole or in part, in the name and stead of such Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time record the transfer of the Assigned Intellectual Property from such Seller to Buyer in accordance with the terms of this Assignment.

6. Sellers recognize Buyer's exclusive ownership and title to the Assigned Intellectual Property throughout the world and Sellers shall not, directly or indirectly, claim adversely to Buyer any right, title or interest in and to the Assigned Intellectual Property in any country or jurisdiction of the world.

7. This Assignment shall be governed and construed in accordance with the internal laws of the State of Wisconsin, without regard to any conflict of law provision that could require the application of the law of any other jurisdiction.

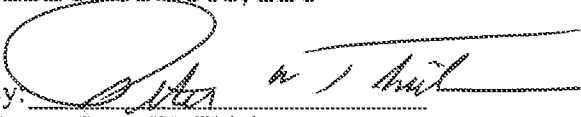
8. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows]

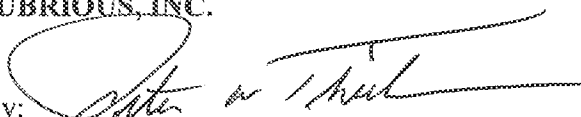
IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

**SELLERS:**

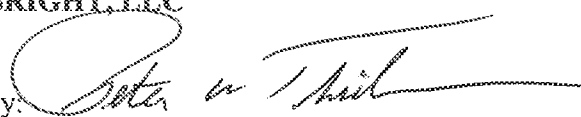
**PHOEBE PRODUCTS, LLC**

By:   
Name: Peter W. Thielmann  
Title: President

**SALUBRIOUS, INC.**

By:   
Name: Peter W. Thielmann  
Title: President

**SO BRIGHT, LLC**

By:   
Name: Peter W. Thielmann  
Title: President

**BUYER:**

**BNG PHOEBE, LLC**

By: \_\_\_\_\_  
Name: Joseph C. Heinmiller  
Title: Vice President

[Signature Page to Intellectual Property Assignment]

**TRADEMARK**  
**REEL: 006300 FRAME: 0962**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

SELLERS:

PHOEBE PRODUCTS, LLC

By: \_\_\_\_\_  
Name: Peter W. Thielmann  
Title: President

SALUBRIOUS, INC.

By: \_\_\_\_\_  
Name: Peter W. Thielmann  
Title: President

SO BRIGHT, LLC

By: \_\_\_\_\_  
Name: Peter W. Thielmann  
Title: President

BUYER:

BNG PHOEBE, LLC

By: \_\_\_\_\_  
Name: Joseph C. Heinmiller  
Title: Vice President

**SCHEDULE A**

**ASSIGNED TRADEMARKS**

1. JUST SAY SO – Serial No. 77637993
2. SONATURAL – Serial No. 77407175
3. SO BRIGHT – Serial No. 86248121