

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468056

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wild Calling Pet Foods, LLC		02/14/2018	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	Great Life Petfood, LLC
Street Address:	22647 Ventura Blvd.
Internal Address:	Suite 308
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91364
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	4467425	CABIN FEVER
Registration Number:	4467428	CHICKEN COOP
Registration Number:	4456231	COUNTRY BEST
Registration Number:	4472333	COWABUNGA
Registration Number:	5042604	FARM FARE
Registration Number:	4515515	FASTIDIOUS FELINE
Registration Number:	4467431	GRASSLAND
Serial Number:	87584394	HAWG WILD
Serial Number:	87584382	HAWGLICIOUS
Registration Number:	4467434	HOPPY'S
Registration Number:	4467429	INLAND WATERS
Serial Number:	86717259	INNATE
Registration Number:	4456235	JUMPING SALMON
Registration Number:	5060717	LATER GATOR
Registration Number:	5042600	MAGIC MARSH
Registration Number:	4471984	MAGIC MEADOW
Registration Number:	4467432	MOUNTAIN LAKE
Registration Number:	4460260	NOTHING WILDER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4456232	PHEASANT ROOST
Registration Number:	4456230	PHEASANT RUN
Registration Number:	4459973	RABBIT BURROW
Registration Number:	4471985	RAINBOW RIVER
Registration Number:	4534756	ROCKY MOUNTAIN MEDLEY
Registration Number:	5042603	SEVEN SEAS
Registration Number:	4471954	SHEPHERD'S CHOICE
Registration Number:	4523434	THE ART OF NUTRITION
Registration Number:	4472335	TRIPLE DELIGHT
Registration Number:	4516530	TROT'N TOMMY
Registration Number:	4516529	TURKEY TROT
Registration Number:	4467430	WESTERN PLAINS
Registration Number:	4523361	WESTERN PLAINS STAMPEDE
Registration Number:	4499603	WILD CALLING!

CORRESPONDENCE DATA

Fax Number: 9702329927

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.

Phone: 9702256700

Email: kcollins@cp2law.com

Correspondent Name: Kay L. Collins

Address Line 1: 103 W. Mountain Ave., Suite 200

Address Line 4: Fort Collins, COLORADO 80524

NAME OF SUBMITTER: Kay L. Collins

SIGNATURE: /Kay L. Collins/

DATE SIGNED: 04/02/2018

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION

This Intellectual Property Assignment (this "*Assignment*"), dated as of February 14, 2018, is being entered into by and among Wild Calling Pet Foods, LLC, a Colorado limited liability company ("*Assignor*") and Great Life Petfood, LLC, a Texas limited liability company ("*Assignee*"). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a "*Party*," and both of the parties to this Assignment are sometimes collectively referred to in this Assignment as the "*Parties*."

The Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of January 8, 2018, by and among Assignor and Assignee, as modified or amended (the "*Purchase Agreement*").

Pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its right, title and interest in and to the Purchased Intellectual Property, and the Assignee has agreed to acquire all right, title and interest in and to the Purchased Intellectual Property.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in the Purchase Agreement.

2. Construction. Unless otherwise expressly provided, for purposes of this Assignment, the following rules of interpretation shall apply: (a) any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa; (b) the division of this Assignment into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Assignment; (c) all references in this Assignment to any "Section" are to the corresponding Section of this Assignment unless otherwise specified; (d) the words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Assignment as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires; and (e) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

3. Assignment. The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor's worldwide rights, title and interest and benefit in and to the Purchased Intellectual Property, together the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all causes and rights of action and remedies for past, present and future infringement or violation of any of the Purchased Intellectual Property, and including the goodwill of the businesses connected to the use of any of the Purchased Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same

could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

4. Recordation. The Assignor authorizes and requests the U.S. Patent and Trademark Office, the U.S. Copyright Office, or any foreign equivalents thereto, and any other Governmental Body to record the Assignee as owner of: (i) the trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet domain names, electronic mail domain names, identifying symbols, logos, emblems, signs or insignia, and corporate names and general intangibles of a like nature, and all applications, registrations, and renewals thereof, together with the goodwill associated with any of the foregoing, set forth on Schedule 2.1(b)(i) of the Purchase Agreement (collectively, the "*Marks*"); (ii) the copyrights and registrations and applications therefor, works of authorship and mask work rights set forth on Schedule 2.1(b)(iii) of the Purchase Agreement (collectively, the "*Copyrights*"); and the patents and patent applications, and the applications, registrations, and renewals thereof set forth on Schedule 2.1(b)(iv) of the Purchase Agreement (collectively, the "*Patents*"), and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives. The Assignor shall take such steps and actions following the date hereof, including the execution of any documents or other similar items necessary to ensure that the Purchased Intellectual Property is properly assigned to the Assignee, or any assignee or successor thereto.

5. Cooperation. The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Purchased Intellectual Property) known to the Assignor with respect to the Purchased Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Purchased Intellectual Property and in enjoying the full benefits thereof. The Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor to act as the Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause the Assignor to perform any of the Assignor's obligations set forth in this Assignment.

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

7. Dispute Resolution. In the event any dispute between the Parties involving the Purchased Intellectual Property cannot be solved by good faith discussions between the Parties, such dispute arising out of or relating to a party's performance or non-performance under this Assignment, or the interpretations, validity or effectiveness of this Assignment, and any other provision of this Assignment, shall be resolved in accordance with Sections 12.3 and 12.4 of the Purchase Agreement.

8. Binding Effect Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

GREAT LIFE PETFOOD, LLC

By: Phoenix Shield Inc.
its Manager

By: 

Name: Millie Ta

Title: Manager

ASSIGNOR:

WILD CALLING PET FOODS, LLC

By: 

Name: Timothy Peter

Title: Marketing Manager

Owner	Trademark	Country	Application No	Registration No	Registration Date	Int. Classes	Trademark Status
Cabin Fever							
Wild Calling Pet Foods, LLC	Cabin Fever	Cabin Fever	United States of America	85726129	4467425	Jan 14 2014	31 Registered
Chicken Coop							
Wild Calling Pet Foods, LLC	Chicken Coop	Chicken Coop	United States of America	85726214	4467428	Jan 14 2014	31 Registered
Country Best							
Wild Calling Pet Foods, LLC	Country Best	Country Best	United States of America	85726280	4456231	Dec 24 2013	31 Registered
COWABUNGA							
Wild Calling Pet Foods, LLC	COWABUNGA	Cowabunga	United States of America	85814688	4472333	Jan 21 2014	31 Registered
FARM FARE							
Wild Calling Pet Foods, LLC	FARM FARE	FARM FARE	United States of America	86717266	5042604	Sep 13 2016	31 Registered
FASTIDIOUS FELINE							
Wild Calling Pet Foods, LLC	FASTIDIOUS FELINE	Fastidious Feline	United States of America	85730432	4515515	Apr 15 2014	31 Registered
Grassland							
Wild Calling Pet Foods, LLC	Grassland	Grassland	United States of America	85726301	4467431	Jan 14 2014	31 Registered
HAWG WILD							
Wild Calling Pet Foods, LLC	HAWG WILD	HAWG WILD	United States of America	87584394			31 Pending
HAWGLICIOUS							
Wild Calling Pet Foods, LLC	HAWGLICIOUS	HAWGLICIOUS	United States of America	87584382			31 Pending
Hoppy's							
Wild Calling Pet Foods, LLC	Hoppy's	Hoppy's	United States of America	85726330	4467434	Jan 14 2014	31 Registered
Inland Waters							
Wild Calling Pet Foods, LLC	Inland Waters	Inland Waters	United States of America	85726246	4467429	Jan 14 2014	31 Registered
INNATE							
Wild Calling Pet Foods, LLC	INNATE	INNATE	United States of America	86717259			31 Pending
Jumping Salmon							
Wild Calling Pet Foods, LLC	Jumping Salmon	Jumping Salmon	United States of America	85726385	4456235	Dec 24 2013	31 Registered
LATER GATOR							
Wild Calling Pet Foods, LLC	LATER GATOR	LATER GATOR	United States of America	86717252	5060717	Oct 11 2016	31 Registered
MAGIC MARSH							
Wild Calling Pet Foods, LLC	MAGIC MARSH	MAGIC MARSH	United States of America	86717073	5042600	Sep 13 2016	31 Registered
MAGIC MEADOW							
Wild Calling Pet Foods, LLC	MAGIC MEADOW	Magic Meadow	United States of America	85730410	4471984	Jan 21 2014	31 Registered
Mountain Lake							

Wild Calling Pet Foods, LLC	Mountain Lake	Mountain Lake	United States of America	85726320	4467432	Jan 14 2014	31	Registered
NOTHING WILDER								
Wild Calling Pet Foods, LLC	NOTHING WILDER	Nothing Wilder	United States of America	85980493	4460260	Dec 31 2013	31	Registered
Pheasant Roost								
Wild Calling Pet Foods, LLC	Pheasant Roost	Pheasant Roost	United States of America	85726340	4456232	Dec 24 2013	31	Registered
Pheasant Run								
Wild Calling Pet Foods, LLC	Pheasant Run	Pheasant Run	United States of America	85726262	4456230	Dec 24 2013	31	Registered
Rabbit Burrow								
Wild Calling Pet Foods, LLC	Rabbit Burrow	Rabbit Burrow	United States of America	85726352	4459973	Dec 31 2013	31	Registered
RAINBOW RIVER								
Wild Calling Pet Foods, LLC	RAINBOW RIVER	Rainbow River	United States of America	85730420	4471985	Jan 21 2014	31	Registered
ROCKY MOUNTAIN MEDLEY								
Wild Calling Pet Foods, LLC	ROCKY MOUNTAIN MEDLEY	Rocky Mountain Medley	United States of America	85950077	4534756	May 20 2014	31	Registered
SEVEN SEAS								
Wild Calling Pet Foods, LLC	SEVEN SEAS	SEVEN SEAS	United States of America	86717263	5042603	Sep 13 2016	31	Registered
Shepherd's Choice								
Wild Calling Pet Foods, LLC	Shepherd's Choice	Shepherd's Choice	United States of America	85726367	4471954	Jan 21 2014	31	Registered
THE ART OF NUTRITION								
Wild Calling Pet Foods, LLC	THE ART OF NUTRITION	The Art of Nutrition	United States of America	85981275	4523434	Apr 29 2014	31	Registered
TRIPLE DELIGHT								
Wild Calling Pet Foods, LLC	TRIPLE DELIGHT	Triple Delight	United States of America	85814874	4472335	Jan 21 2014	31	Registered
TROT'N TOMMY								
Wild Calling Pet Foods, LLC	TROT'N TOMMY	Trot'n Tommy	United States of America	86015200	4516530	Apr 15 2014	31	Registered
TURKEY TROT								
Wild Calling Pet Foods, LLC	TURKEY TROT	Turkey Trot	United States of America	86015191	4516529	Apr 15 2014	31	Registered
Western Plains								
Wild Calling Pet Foods, LLC	Western Plains	Western Plains	United States of America	85726291	4467430	Jan 14 2014	31	Registered
WESTERN PLAINS STAMPEDE								
Wild Calling Pet Foods, LLC	WESTERN PLAINS STAMPEDE	Western Plains Stampede	United States of America	85950084	4523361	Apr 29 2014	31	Registered
Wild Calling!								
Wild Calling Pet Foods, LLC	Wild Calling!	Wild Calling!	United States of America	85/980540	4499603	Mar 18 2014	31	Registered

WebTMS Infinity 32 Records Printed By kcollins103: Apr 2 2018 - Criteria: Owner = wild calling* + Country in "United States of America" + EUTM = Yes + CAPT = Yes + Status in "Pending", "Registered" + Active / Inactive = Active - END OF REPORT