

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480933

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900447876		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optigen, LLC		04/10/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Mars, Incorporated		
Also Known As:			
Street Address:	6885 Elm Street		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2222041	OPTIGEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	+16155852405		
Email:	mars.us.mp@effem.com		
Correspondent Name:	Mars, Incorporated		
Address Line 1:	Mars Goose Island		
Address Line 2:	930 W. Evergreen Avenue		
Address Line 4:	CHICAGO, ILLINOIS 60642		
ATTORNEY DOCKET NUMBER:	PET_OPTIGEN		
NAME OF SUBMITTER:	Wendy Collie		
SIGNATURE:	/Wendy Collie/		
DATE SIGNED:	07/08/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “IP Assignment”), is dated as of April 10, 2018, by and between Optigen, LLC, a New York limited liability company (“Assignor”), and Mars, Incorporated, a Delaware corporation (“Assignee”, and together with Assignor, the “Parties”). Except as otherwise indicated herein, capitalized terms used herein shall have the meanings set forth in the Asset Purchase Agreement, dated as of March 15, 2018, by and among the Assignor, Mars Petcare US, Inc., a Delaware corporation and a wholly-owned subsidiary of Assignee (“Purchaser”), and the Members (the “Purchase Agreement”).

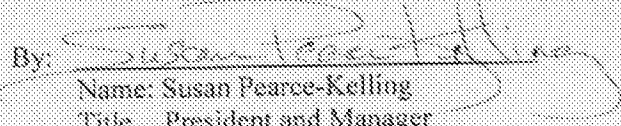
WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Purchaser and Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment.

NOW, THEREFORE, in consideration of the representations and warranties and mutual covenants and agreements contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Assignor’s Intellectual Property Assets and Intellectual Property Rights (as each such term is defined in the Purchase Agreement), which shall include, but not be limited to, the assets set forth on Schedule 1 and Schedule 2.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents of the United States Patent and Trademark Office (“USPTO”) and the Commissioner for Trademarks of the USPTO to record and register this IP Assignment upon request by Assignee.
3. Terms of the Purchase Agreement. Nothing contained in this IP Assignment is intended to or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the rights, remedies, or obligations of Assignor and Assignee under the Purchase Agreement. 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. Counterparts and Execution. This IP Assignment may be executed in two or more counterparts (including by facsimile, PDF or similar electronic means), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

OPTIGEN, LLC

By: 
Name: Susan Pearce-Kelling
Title: President and Manager

MARS, INCORPORATED

By: _____
Name: Atiba D. Adams
Title: Assistant Secretary

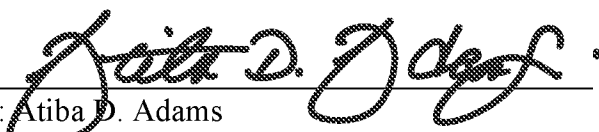
[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

OPTIGEN, LLC

By: _____
Name: Susan Pearce-Kelling
Title President and Manager

MARS, INCORPORATED

By:  _____
Name: Atiba D. Adams
Title: Assistant Secretary

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND APPLICATIONS

“OPTIGEN”: Trademark owned by Assignor; first used in commerce September 20, 1998; registered February 2, 1999; USPTO Serial Number 75-315424.

SCHEDULE 2

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.