

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilbur H. Smith, Inc.		04/21/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Animal Supply Company LLC		
Street Address:	909 Lake Carolyn Parkway, Suite 450		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4489406	SIMPLY FRESH	
Registration Number:	4823054	SIMPLY FRESH	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Winfield B. Martin of Perkins Coie LLP		
Address Line 1:	1201 THIRD AVENUE, SUITE 4900		
Address Line 4:	SEATTLE, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	072145-4000		
NAME OF SUBMITTER:	Winfield B. Martin		
SIGNATURE:	/Winfield B. Martin/		
DATE SIGNED:	05/30/2018		
Total Attachments: 3			
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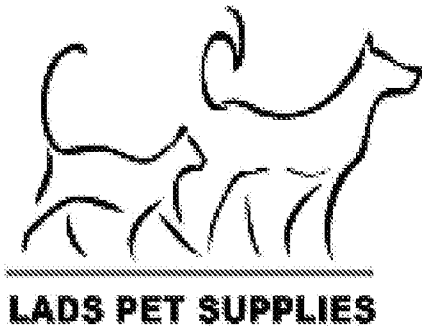
ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (“Assignment”) is effective as of the ___ day of April, 2017 (the “Effective Date”) by and between Wilbur H. Smith, Inc., a New York corporation (“Assignor”) and Animal Supply Company LLC, a Washington limited liability company (“Assignee”).

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Ownership. Assignor owns all right, title, and interest in the logos, trademarks and trade names listed below, including any registrations, if any, and common law rights associated therewith (the “Trademarks”):

LAD’s Pet Supplies



SIMPLY FRESH (Cat Litter); Reg. No 4,489,406; February 25, 2014

SIMPLY FRESH (Rawhide Chews); Reg. No. 4,823,054; September 29, 2015


2. Assignment. Assignor does hereby assign unto Assignee all right, title and interest in and to the Trademarks, together with the goodwill and that portion of the business related thereto. Assignor warrants that, except as provided in the Agreement, Assignor has not pledged, mortgaged, assigned or otherwise granted any rights in any of the Trademarks or any part thereof or any interest therein to any third party. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this assignment has been duly executed as of the date first written above.

WILBUR H. SMITH, INC.,
a New York Corporation

By: 
Name: Ronald A. Smith
Title: President

COLUMBUS/1835641V2 [Signature Page to Assignment of Trademark and Trade Name Rights Agreement]