

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM491163

<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>
Beefeater's Holding Company, Inc.		03/17/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gordon Brothers Commercial & Industrial, LLC		
<b>Street Address:</b>	102 Woodmont Blvd.		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37205		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4824703	NATURE'S ONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2052445714		
<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>Phone:</b>	205-458-5284		
<b>Email:</b>	ivincent@burr.com		
<b>Correspondent Name:</b>	India E. Vincent		
<b>Address Line 1:</b>	420 North Twentieth Street		
<b>Address Line 2:</b>	Suite 3400		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35203		
<b>NAME OF SUBMITTER:</b>	India E. Vincent		
<b>SIGNATURE:</b>	/India E. Vincent/		
<b>DATE SIGNED:</b>	09/24/2018		
<b>Total Attachments: 8</b>			
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## ASSIGNMENT OF PATENTS AND TRADEMARKS AND APPLICATIONS FOR PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks and Applications for Patents and Trademarks (this “**Patent and Trademark Assignment**”) is effective as of March 17, 2016 and is between Petra Pet, Inc., a New Jersey corporation (“**PP**”), Petra Vet, LLC, a Florida limited liability company (“**PV**”), and Beefeaters Holding Co., Inc., a Delaware corporation (“**BHC**”, collectively with PP and PV, the “**Assignors**” and each individually, an “**Assignor**”) and Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company (the “**Assignee**”). Assignors and Assignee are referred to herein as the “**Parties**” and individually as a “**Party**”.

**WHEREAS**, the Assignors are the owner of the trademark registrations and/or pending trademark applications set forth on Schedule A hereto, together with the goodwill of the business associated therewith (referred to as the “**Marks**”);

**WHEREAS**, the Assignors are the owner of the patents and/or patent applications set forth on Schedule B hereto, together with the goodwill of the business associated therewith (referred to as the “**Patents**”);

**WHEREAS**, in connection with the execution of that Asset Purchase Agreement and Bill of Sale, dated as of the date hereof, by and among the Assignors and the Assignee (the “**Purchase Agreement**”), the Assignors have agreed to transfer all of their right, title and interest in and to the Marks and Patents to the Assignee; and

**WHEREAS**, the Assignors desire to assign all of their right, title and interest in and to the Marks and Patents to the Assignee and the Assignee desires to acquire the Marks and Patents.

**NOW, THEREFORE**, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. The Assignors do hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of the Assignors’ right, title and interest, in and to the Marks and Patents, and all of the goodwill of the business associated with the Marks and Patents, together with that portion of the Assignors’ business to which the Marks and Patents pertains, and all registrations and pending applications for the Marks and Patents, any issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of the registrations and applications, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Patent and Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement, dilution, misappropriation, violation, or misuse of the rights being assigned and the right to receive and retain the proceeds relating to those actions.

2. The Assignors hereby authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office (the “**Trademark Commissioner**”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may

exercise authority over the Marks, to record this Patent and Trademark Assignment upon request by the Assignee. The Assignors hereby further request the Trademark Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. The Assignors hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office (the "**Patent Commissioner**"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Patents, to record this Patent and Trademark Assignment upon request by the Assignee. The Assignors hereby further request the Patent Commissioner and his or her non-US counterparts to issue any and all patent applications resulting from such applications among the Patents or derived therefrom to the Assignee as assignee of the entire interest therein.

4. Upon reasonable request by the Assignee, the Assignors will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Patents and Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Patents and Marks.

5. This Patent and Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Patent and Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New Jersey applicable to agreements executed and to be performed solely within such State. Any judicial proceeding arising out of or relating to this Patent and Trademark Assignment shall be brought in the courts of the State of New Jersey, and, by execution and delivery of this Patent and Trademark Assignment, each of the Parties to this Patent and Trademark Assignment accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Patent and Trademark Assignment. No amendment of any provision of this Patent and Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignors and the Assignee. No waiver by any Party of any provision of this Patent and Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. This Patent and Trademark Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

8. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS PATENT AND TRADEMARK ASSIGNMENT.

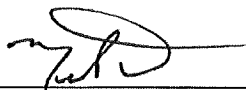
9. The Assignors and the Assignee agree that this Patent and Trademark Assignment is subject to the terms and conditions of the Purchase Agreement, including without limitation the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Patent and Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of the Assignors or the Assignee under the Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of 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.

\* \* \*


**IN WITNESS WHEREOF**, the Assignors and the Assignee have caused this Patent and Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNORS:**


**PETRA PET, INC.**

By:   
Name: Michael Roth  
Title: CEO/COO

**PETRA VET, LLC.**

By:   
Name: Michael Roth  
Title: CEO/COO

**BEEFEATERS HOLDING COMPANY, INC.**

By:   
Name: Michael Roth  
Title: CEO/COO

**ASSIGNEE:**

**GORDON BROTHERS COMMERCIAL &  
INDUSTRIAL, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Assignors and the Assignee have caused this Patent and Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNORS:**

**PETRA PET, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PETRA VET, LLC.**

By: \_\_\_\_\_  
Name:  
Title:

**BEEFEATERS HOLDING COMPANY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**GORDON BROTHERS COMMERCIAL &  
INDUSTRIAL, LLC**

By: Ugo Anderson  
Name: UGO ANDERSON  
Title: MANAGING DIRECTOR

[Signature Page to Trademark Assignment]

**Schedule A**  
**Trademarks**

	Country	Mark	Serial Number	File Date	Registration Number	Registration Date	Status
TM	AR	DOG WEARING A CHEF'S HAT (DESIGN ONLY)	2909730	21/04/2009	2,371,952	26/05/2010	Registered
TM	AR	BEEFEATER	2941174	01/09/2009	2,389,380	23/08/2010	Registered
TM	BR	DOG WEARING A CHEF'S HAT (DESIGN ONLY)	820570958	30/25/1998	820570958	19/09/2000	Registered
TM	BR	BEEFEATER	820570966	25/03/1998	820570966	19/09/2000	Registered
TM	CA	BEEFEATERS	1649018	23/10/2013	TMA939308	05/31/2016	Registered
TM	CA	BEEFEATER	832196	20/12/1996	TMA538880	19/12/2000	Registered
TM	CN	BEEFEATERS	8720896	25/10/2010	8720896	07/04/2012	Registered
TM	CN	DOG WEARING A CHEF'S HAT (DESIGN ONLY)	8720897	25/10/2010	8720897	21/10/2011	Registered
TM	CO	BEEFEATERS (IC 31)	11-123385	21/09/2011	443430	20/02/2012	Registered
TM	CO	BEEFEATERS (IC 28)	11-123387	21/09/2011	443431	20/02/2012	Registered
TM	CO	BEEFEATER	98-003127	23/02/1998	214,006	30/10/1998	Registered
TM	GB	BEEFEATER	1557487	24/12/1993	1557487	27/10/1995	Registered
TM	GB	DOG WEARING A CHEF'S HAT (DESIGN ONLY)	2124991	27/02/1997	2124991	23/10/1998	Registered
TM	MX	PINATAS	1521061	27/08/2014	1485172	03/10/2014	Registered
TM	MX	BEEFEATER	328461	03/04/1998	578509	29/05/1998	Registered

TM	MX	DOG WEARING A CHEF'S HAT (DESIGN ONLY)	328462	03/04/1998	580817	30/06/1998	Registered
TM	US	BEEFEATERS AMERICAN BEEFHIDE	75/158,003	03/09/1996	2,173,643	14/07/1998	Registered
TM	US	Dog Wearing A Chef's Hat (Design Only)	75/158,004	03/09/1996	2,192,642	29/09/1998	Registered
TM	US	BEEFEATER (IC 31)	75/222,288	07/01/1997	2,146,088	24/03/1998	Registered
TM	US	CHICKEN TOPS (stylized)	77/057,275	05/12/2006	3,400,660	25/03/2008	Registered
TM	US	LIVER TOPS	77/827,795	16/09/2009	3,941,463	05/04/2001	Registered
TM	US	DUCK TOPS	77/827,817	16/09/2009	3,941,464	05/04/2011	Registered
TM	US	SWEET POTATO TOPS	77/827,839	16/09/2009	3,891,131	14/12/2010	Registered
TM	US	BEEFEATERS CHICKEN WRAPS	77/827,886	16/09/2009	3,891,132	14/12/2010	Registered
TM	US	BEEFEATER DUCK WRAPS	77/827,903	16/09/2009	3,891,133	14/12/2010	Registered
TM	US	BEEFEATERS SWEET POTATO WRAPS	77/827,917	16/09/2009	3,891,134	14/12/2010	Registered
TM	US	NOTHING TASTES BETTER THAN OUR OVEN-BAKED FLAVOR	85/630,611	21/05/2012	4,381,030	06/08/2013	Registered
TM	US	BEEFEATERS (IC 18, 31)	85/918,525	30/04/2013	4,573,403	22/07/2014	Registered
TM	US	BUTCHER'S BUDDY	86/080,472	02/10/2013	4,590,281	19/08/2014	Registered
TM	US	REALCHEW	86/140,397	11/12/2013	4,642,509	18/11/2014	Registered
TM	US	GRILLED PAIRINGS	86/140,467	11/12/2013	4,622,513	14/10/2014	Registered
TM	US	PINATA PRIZE	86/352,103	31/07/2014	4,725,448	21/04/2015	Registered

TM	US	PINATA PUZZLE	86/288,733	22/05/2014	4,809,660	08/09/2015	Registered
TM	US	NATURE'S ONE	86/051,474	29/08/2013	4,824,703	06/10/2015	Registered