

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mars Petcare US, Inc.		12/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Red Collar Pet Foods, Inc.		
Street Address:	1550 West McEwen Drive		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2815161	BARK N BAC'N	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	(312) 862-3815		
Email:	michelle.foy@kirkland.com		
Correspondent Name:	Michelle Foy, Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	46029.1		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	01/03/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”) is made and entered into as of December 3, 2018, by and between Mars Petcare US, Inc., a Delaware corporation (“Assignor”), and Red Collar Pet Foods, Inc. (f/k/a Exclusive Brands Acquisition, Inc.), a Delaware corporation (“Assignee,” and together with the Assignor, the “Parties” and each of Assignor and Assignee, a “Party”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Assignor owns the trademark listed on Schedule A (including the applications and registrations listed on Schedule A and the goodwill of the business symbolized by such trademark) (collectively, the “Trademark”); and

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of September 8, 2018, by and between Assignor and Assignee (the “Asset Purchase Agreement”), Assignor agreed to sell, assign, transfer convey and deliver all of Assignor’s right, title and interest in and to the Trademark to Assignee, and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Assignor does hereby sell, assign transfer, convey and deliver to Assignee and Assignee does hereby accept, as of the date first above written, all of Assignor’s right, title and interest in and to the Trademark, together with (a) all associated common law rights, (b) all registrations and applications thereof, (c) all income, royalties, damages and payments due or payable after the Closing with respect thereto, (d) all rights to sue for, recover and retain damages, costs and attorneys’ fees for past, present and future infringement, misappropriation or other violation of the foregoing and (e) any and all corresponding rights that, now or hereafter, may be secured throughout the world with respect thereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

This Agreement may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that all Parties need not sign the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

MARS PETCARE US, INC

By: 

Name: Peter M. Seka
Title: Authorized Officer

By: _____

Name: Alistair Mackworth Gee
Title: Authorized Officer


[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006516 FRAME: 0607

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

MARS PETCARE US, INC.

By: _____
Name: Peter M. Seka
Title: Authorized Officer

By: 
Name: Alistair Mackworth Gee
Title: Authorized Officer

[Signature Page to Trademark Assignment Agreement]

RED COLLAR PET FOODS, INC.

By: 

Name: J. David Foster

Title: Vice President, Assistant
Secretary and Treasurer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006516 FRAME: 0609

SCHEDULE A

TRADEMARK

Registrations and Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration Date/ Filing Date</u>
BARK N BAC'N	U.S.	2,815,161	February 17, 2004

Schedule A