

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wholesome Pride Pet Treats LLC		07/20/2018	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	The Kyjen Company, LLC		
Street Address:	15514 E. Hinsdale Circle		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5075094	PRIDE MIX	
Registration Number:	4776157	USA MADE WHOLESOME PRIDE PET TREATS EST	
Registration Number:	4771934	WHOLESOME PRIDE PET TREATS	
Registration Number:	4776163	MADE IN THE USA	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	3129847551		
Email:	lgrabowski@mwe.com		
Correspondent Name:	L. Grabowski / McDermott Will & Emery		
Address Line 1:	444 W. Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	046068-0063		
NAME OF SUBMITTER:	Laurin Grabowski		
SIGNATURE:	/lauringrabowski/		
DATE SIGNED:	02/12/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made as of July 20, 2018, (the "Effective Date") by and among Wholesome Pride Pet Treats LLC, a Missouri limited liability company ("Assignor"), and The Kyjen Company, LLC, a Colorado limited liability company ("Assignee").

RECITALS

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the Effective Date, by and among the Assignor, the Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

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

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, 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 Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the 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. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon request by the Assignee, the Assignor 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 Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

5. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission and by electronic mail in PDF format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile and by electronic mail in PDF format shall be deemed to be their original signatures for all purposes.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this 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.


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

* * *

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

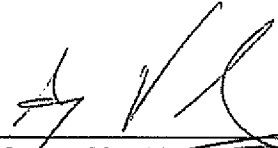
ASSIGNOR:

Wholesome Pride Pet Treats LLC

By: 
Name: Chase Peterson
Its: _____



ASSIGNEE:

The Kyjen Company, LLC

By: 
Name: George Vareldzis
Its: Vice President, Chief Financial Officer
and Treasurer

SCHEDULE A

The Marks

Trademark	Registration Date	Registration Number	Goods	Owner
<p>MADE IN THE USA and Design</p> 	July 21, 2015	4776163	(Int'l Class: 31) pet treats	Wholesome Pride Pet Treats LLC (Missouri Limited Liability Company) 311 Stag Industrial Blvd. Lake St. Louis Missouri 63367
PRIDE MIX	November 1, 2016	5075094	(Int'l Class: 31) pet treats	Wholesome Pride Pet Treats LLC (Missouri Limited Liability Company) 311 Stag Industrial Blvd. Lake St. Louis Missouri 63367
<p>USA MADE WHOLESOME PRIDE PET TREATS EST 2013 and Design</p> 	July 21, 2015	4776157	(Int'l Class: 31) pet treats	Wholesome Pride Pet Treats LLC (Missouri Limited Liability Company) 311 Stag Industrial Blvd. Lake St. Louis Missouri 63367
WHOLESOME PRIDE PET TREATS	July 14, 2015	4771934	(Int'l Class: 31) sweet potato and banana pet treats; dehydrated fruit and vegetable pet treats	Wholesome Pride Pet Treats LLC (Missouri Limited Liability Company) 311 Stag Industrial Blvd. Lake St. Louis Missouri 63367
NATURAL NUTRITION BRAND – No application filed				