

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POET NUTRITION, LLC		02/14/2019	Limited Liability Company: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	POET INVESTMENTS, INC.		
Street Address:	4615 N. LEWIS AVENUE		
City:	SIOUX FALLS		
State/Country:	SOUTH DAKOTA		
Postal Code:	57104		
Entity Type:	Corporation: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88046476	PROPELLET	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<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:	8168428600		
Email:	trademark.mpl@stinson.com		
Correspondent Name:	STINSON LEONARD STREET LLP		
Address Line 1:	50 SOUTH 6TH STREET, STE 2600		
Address Line 2:	CYNTHIA MAUST, PARALEGAL		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	2063482.0270		
NAME OF SUBMITTER:	Cynthia Maust		
SIGNATURE:	/Cynthia Maust/		
DATE SIGNED:	03/16/2019		
Total Attachments: 3			
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CH \$40.00 88046476

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and effective as the date signed below ("Effective Date") by and from POET Nutrition, LLC, a South Dakota limited liability company, having an address of 4615 N. Lewis Avenue, Sioux Falls, South Dakota 57104 ("Assignor"), to POET Investments, Inc., a South Dakota corporation, having an address of 4615 N. Lewis Avenue, Sioux Falls, South Dakota 57104 ("Assignee").

Assignor desires to assign all right, title and interest in and to the trademarks listed in the attached Exhibit A (collectively, "Trademarks"), together with the goodwill associated with the Trademarks, to Assignee and Assignee desires to receive the assignment of the Trademarks.

Assignor states as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, absolutely and in perpetuity, all of Assignor's entire right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the registration for the Trademarks, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor.

2. Further Assurances. Assignor agrees to cooperate at all times from and after the date hereof with respect to the supplying of any information reasonably requested by Assignee hereto regarding any of the matters described in this Assignment, and Assignor agrees to execute such other instruments or documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of any conveyance, assignment, and transfer described herein.

3. Successors and Assigns. This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns. Nothing in this assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this assignment, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this assignment shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

[Signature page to follow]

POET Nutrition, LLC

By: [Signature]

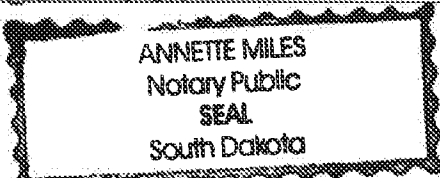
Name (print): JEFF LAUTT

Title: COO

Date: FEBRUARY 14, 2019

State of South Dakota
County of Minnehaha :SS

The foregoing instrument was acknowledged before me this 14 day of February 2019,
by JEFF LAUTT



Annette Miles
Notary Public

My Commission expires:

10/07/21

EXHIBIT A

Mark	Country	App. No.	Reg. No.	Goods
PROPELLET	CANADA	1910960		05 - animal feed supplements 31 - animal feed
PROPELLET	Madrid Int. Reg. (WIPO) This mark was extended to Mexico (see below).	IR1419265	IR1419265	05 - animal feed supplements 31 - animal feed
PROPELLET	MEXICO	A0077744		31 - animal feed
PROPELLET	MEXICO	A0077744		05 - animal feed supplements
PROPELLET	UNITED STATES	88/046,476		05 - animal feed supplements 31 - animal feed