

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RPG Innovations, LLC		12/11/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Hero Pet Brands LLC		
Street Address:	4501 Rock Quarry		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75211		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88276964	BREEZA	
Serial Number:	88277217	COMFORT-DRI	
Serial Number:	87626590	HERO PET BRANDS	
Serial Number:	88257465	HERO PET BRANDS	
Serial Number:	87353091	HERO PET BRANDS	
Serial Number:	88257479	HERO PET BRANDS	
Serial Number:	87890986	HERO PET BRANDS	
CORRESPONDENCE DATA			
Fax Number:	9724380100		
<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:	9724380211		
Email:	nch.ip@nch.com		
Correspondent Name:	Edyta Zydorek		
Address Line 1:	2727 Chemsearch Boulevard		
Address Line 2:	6N Legal		
Address Line 4:	Irving, TEXAS 75062		
NAME OF SUBMITTER:	Edyta Zydorek		
SIGNATURE:	/Edyta Zydorek/		

OP \$190.00 88276964

DATE SIGNED:

04/04/2019

Total Attachments: 11

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Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a filing instrument merging

OUT! Pet Care, LLC
Domestic Limited Liability Company (LLC)
[File Number: 801588903]

Hero Pet Brands, LLC
Domestic Limited Liability Company (LLC)
[File Number: 802838628]

The Bramton Company, LLC
Domestic Limited Liability Company (LLC)
[File Number: 801588825]

Into

Hero Pet Brands LLC [Prior Name : RPG Innovations, LLC]
Domestic Limited Liability Company (LLC)
[File Number: 801588947]

and Amending the Certificate of Formation of

Hero Pet Brands LLC

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Deputy Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 12/11/2018

Effective: 01/01/2019 12:01 am.

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Fax: (512) 463-5709
TID: 10343

Dial: 7-1-1 for Relay Services
Document: 855119910002

TRADEMARK
REEL: 006609 FRAME: 0536

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State



A handwritten signature in black ink, appearing to read "Jose A. Esparza".

Jose A. Esparza
Deputy Secretary of State

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10343

Dial: 7-1-1 for Relay Services
Document: 855119910002

TRADEMARK
REEL: 006609 FRAME: 0537

FILED
In the Office of the
Secretary of State of Texas
DEC 14 2018
Corporations Section

**CERTIFICATE OF MERGER
OF**

The Bramton Company, LLC
(a Texas limited liability company)

and

OUT! Pet Care, LLC
(a Texas limited liability company)

and

Hero Pet Brands, LLC
(a Texas limited liability company)

WITH AND INTO

RPG innovations, LLC
(a Texas limited liability company)

Pursuant to Chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties do hereby execute and adopt the following Certificate of Merger (the "Certificate") for the purpose of merging The Bramton Company, LLC, a Texas limited liability company, and OUT! Pet Care, LLC, a Texas limited liability company, and Hero Pet Brands, LLC, a Texas limited liability company, with and into RPG Innovations, LLC, a Texas limited liability company. The aforementioned entities shall sometimes be referred to herein as the "Merging Entities."

1. The name, jurisdiction of organization, file number, location of principal place of business, and organizational form of each of the Merging Entities are:

Name	Jurisdiction	File Number	Principal Place of Business	Organizational Form	Will NOT survive merger	Will Survive merger
The Bramton Company, LLC	Texas	801588825	4501 Rock Quarry, Dallas, TX 75211	Limited liability company	X	
OUT! Pet Care, LLC	Texas	801588903	4501 Rock Quarry, Dallas, TX 75211	Limited liability company	X	
Hero Pet Brands, LLC	Texas	802838628	2727 Chemsearch Blvd., Irving, TX 75062	Limited liability company	X	
RPG Innovations, LLC	Texas	801588947	4501 Rock Quarry, Dallas, TX 75211	Limited liability company		X

2. An Agreement and Plan of Merger (the "Agreement") has been executed by and between the Merging Entities and has been approved and adopted as required by the laws of the jurisdiction of formation of *each* of the Merging Entities and by the governing documents of the Merging Entities.

3. The name of the surviving party to the Merger will be amended in the Agreement. The new name shall be Hero Pet Brands LLC, a Texas limited liability company.

4. No amendments to the certificate of formation of any filing entity that is a party to the merger are effected by the merger.

5. The Agreement is attached.

6. The surviving entity shall be responsible for the payment of all applicable filing fees and franchise taxes, if any, of the Merging Entities payable to the state of Texas, and the surviving entity shall be obligated to pay such fees and franchise taxes if the same are not timely paid.

7. The merger will become effective as of 12:01 a.m. Central Time, on January 1, 2019, which is not more than ninety (90) days from the date of signing.

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the Merging Entities, to execute the filing instrument.

Date: December 10, 2018

SURVIVING ENTITY

RPG Innovations, LLC, a Texas limited liability company, (to be known after this merger as Hero Pet Brands LLC)

Russell L. Price
By: [Name] Russell L. Price
[Title] Vice President & Secretary

NON-SURVIVING ENTITIES

The Bramton Company, LLC, a Texas limited liability company

Russell L. Price
By: [Name] Russell L. Price
[Title] Vice President & Secretary

OUT! Pet Care, LLC, a Texas limited liability company

Russell L. Price
By: [Name] Russell L. Price
[Title] Vice President & Secretary

Hero Pet Brands, LLC, a Texas limited liability company

Russell L. Price
By: [Name] Russell L. Price
[Title] Vice President & Secretary

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

December 17, 2018

Jennifer D. Lombardi-Legal
2727 Chemsearch Blvd.
Irving, TX 75062 USA

RE:
Hero Pet Brands LLC (File Number: 801588947)

It has been our pleasure to approve and place on record the filing instrument effecting a merger. The appropriate evidence of filing is attached for your files. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Fax: (512) 463-5709
TID: 10339

Dial: 7-1-1 for Relay Services
Document: 855119910002

TRADEMARK
REEL: 006609 FRAME: 0541

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Plan of Merger") dated December 31 2018 sets forth the terms, conditions, and other provisions with respect to the proposed merger (the "Merger") of The Branton Company, LLC, a Texas Limited Liability Company, Out! Pet Care, LLC, a Texas Limited Liability Company, and Hero Pet Brands, LLC, a Texas Limited Liability Company (collectively the "Non-Surviving Entities") with and into RPG Innovations, LLC, a Texas Limited Liability Company ("RPG"). The Non-Surviving Entities and RPG shall sometime collectively be referred to herein as the "Constituent Entities".

WHEREAS, the Constituent Entities desire to make certain representations, warranties, covenants and agreements in connection with the Merger;

WHEREAS, the Merger and this Plan of Merger have been approved in accordance with all applicable laws by the directors, as applicable, of each of the parties hereto;

WHEREAS, the parties desire to effect a merger in which the Non-Surviving Entities will merge with and into RPG upon the terms and conditions set forth herein; and

WHEREAS, for United States federal income tax purposes, this transaction is between multiple single member LLCs with the same owner and this results in no federal income tax consequences to the parties of this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 **THE MERGER.** Upon the terms and subject to the conditions set forth in this Plan of Merger, and in accordance with the applicable provisions of the Texas Business Organizations Code (the "TBOC"), the Non-Surviving Entities shall be merged with and into RPG at the Effective Time (as defined in Section 1.2). Following the Effective Time, the separate corporate existence of the Non-Surviving Entities shall cease, and RPG shall continue as the surviving entity (the "Surviving Entity") and shall succeed to and assume all the rights and obligations of the Non-Surviving Entities in accordance with the TBOC. The name of the surviving party to the Merger will be amended in this Agreement. The new name shall be Hero Pet Brands LLC, a Texas limited liability company.

1.2 **EFFECTIVE TIME.** Subject to the provisions of this Plan of Merger, the parties shall: (i) file a certificate of merger (the "Texas Certificate of Merger") with the Texas Secretary of State, executed in accordance with the relevant provisions of the TBOC; and (ii) make all other filings or recordings required under the TBOC. The Merger shall become effective as of 12:01 a.m., Central time on January 1, 2019 ("Effective Time").

1.3 **EFFECTS OF THE MERGER.** The Merger shall have the effects specified in applicable provisions of the TBOC. Without limiting the generality of the foregoing, and

subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Constituent Entities shall vest in the Surviving Entity, and all debts, liabilities, obligations and duties of the Constituent Entities shall become the debts, liabilities, obligations and duties of the Surviving Entity.

1.4 **CERTIFICATE OF FORMATION.** The Merger will not effect any change to the certificate of formation of RPG. The certificate of formation of RPG, as in effect immediately prior to the Effective Time, shall be the certificate of formation of the Surviving Entity until thereafter changed or amended as provided therein or by applicable law.

1.5 **GOVERNING DOCUMENTS.** The Merger will not effect any change to the governing documents of RPG. The governing documents of RPG, as in effect immediately prior to the Effective Time, shall be the governing documents of the Surviving Entity until thereafter changed or amended as provided therein or by applicable law.

1.6 **MANAGEMENT.** The directors and officers of RPG immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity effective as of the Effective Time.

1.7 **TAXPAYER ID NUMBER.** The federal taxpayer identification number of RPG shall be the federal taxpayer identification number of the Surviving Entity.

1.8 **OWNERSHIP.** At the Effective Time, (i) by virtue of the Merger and without any further action on the part of any of the parties to the merger or their shareholders, all of the shares of common stock of the Non-Surviving Entities immediately prior to the Effective Time shall be automatically extinguished and cease to exist, and (ii) the shareholders of RPG immediately prior to the Effective Time shall continue to own all of the outstanding shares in the Surviving Entity.

1.9 **TAX TREATMENT.** The parties intend that this Merger shall constitute the transfer of assets and liabilities between single member LLCs with the same owner. Such transactions are disregarded for federal income tax reporting purposes and as a result, the parties anticipate no federal filing requirements will arise. The parties agree that they will not take any action that would result in this transaction becoming taxable, in whole or in part.

ARTICLE II

MISCELLANEOUS

2.1 **GOVERNING LAW.** The laws of the State of Texas (without regard to its choice of law principles that might apply the law of another jurisdiction) will govern the validity of this Plan of Merger, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties.

2.2 **SEVERABILITY.** If any provision of this Plan of Merger, or the application thereof, is for any reason held to any extent to be invalid or unenforceable, then the

remainder of this Plan of Merger and application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties. The parties further agree to replace such unenforceable provision of this Plan of Merger with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provision.

2.3 COUNTERPARTS. This Plan of Merger may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Plan of Merger will become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all parties reflected hereon as signatories.

2.4 OTHER REMEDIES. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law on such party, and the exercise of any one remedy will not preclude the exercise of any other.

2.5 AMENDMENT AND WAIVERS. Any term or provision of this Plan of Merger may be amended, and the observance of any term of this Plan of Merger may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by the party to be bound thereby. The waiver by a party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default of any succeeding breach or default. This Plan of Merger may be amended by the parties at any time prior to the Effective Time.

2.6 NO WAIVER. The failure of any party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions. The waiver by any party of the right to enforce any of the provisions hereof on any occasion will not be construed to be a waiver of the right of such party to enforce such provisions on any other occasion.

2.7 CONSTRUCTION OF AGREEMENT; KNOWLEDGE. The language hereof will not be construed for or against either party. A reference to a section, schedule or exhibit refers to a section in, or a schedule or an exhibit to, this Plan of Merger, unless otherwise explicitly set forth. The titles and headings in this Plan of Merger are for reference purposes only and will not in any manner limit the construction of this Plan of Merger.

2.8 FURTHER ASSURANCES. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by the other party to evidence and reflect the transactions provided for herein and to carry into effect the intent of this Plan of Merger.

2.9 ABSENCE OF THIRD PARTY BENEFICIARY RIGHTS. No provisions of this Plan of Merger are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, partner or employee of any party or any other person or entity, unless specifically provided otherwise herein, and, except as so provided, all provisions hereof will be personal solely between the

parties to this Plan of Merger.

IN WITNESS WHEREOF, the undersigned have each caused this Plan of Merger to be executed in its name all as of the date first above written.

SURVIVING ENTITY

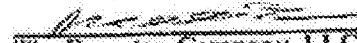
RPG Innovations, LLC, a Texas limited liability company, (to be known after this merger as Hero Pet Brands LLC)



By: Russell L. Price
Name

Vice President & Secretary
Title

NON-SURVIVING ENTITIES



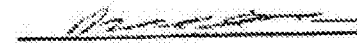
The Bramton Company, LLC, a Texas limited liability company



By: Russell L. Price
Name

Vice President & Secretary
Title

OUT! Pet Care, LLC, a Texas limited liability company



By: Russell L. Price
Name

Vice President & Secretary
Title

Hero Pet Brands, LLC, a Texas limited liability company



By: Russell L. Price
Name

Vice President & Secretary
Title