

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM533147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prairie Dog Pet Products, LLC		07/19/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Prairie Dog Pet Products, LLC		
Street Address:	907 AVENUE R		
City:	GRAND PRAIRIE		
State/Country:	TEXAS		
Postal Code:	75050		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4948993	PRAIRIE DOG ANTLERS	
Registration Number:	4953739	PRAIRIE DOG BISCUITS	
Registration Number:	4948992	PRAIRIE DOG PET PRODUCTS	
Registration Number:	4948994	PRAIRIE DOG TREATS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	212-390-4147		
Email:	amanda.cirella@kirkland.com		
Correspondent Name:	Amanda Cirella (Paralegal)		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40462-168		
NAME OF SUBMITTER:	Amanda Cirella		
SIGNATURE:	//Amanda Cirella//		
DATE SIGNED:	07/23/2019		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and entered into as of July 19, 2019 (the “*Effective Date*”), by Prairie Dog Pet Products, LLC, a Texas limited liability company (“*Assignor*”) in favor of Prairie Dog Pet Products, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor and Assignee are among the parties to that certain Asset Purchase Agreement, dated as of July 19, 2019 (as amended, supplemented or modified, the “*Purchase Agreement*”), by and among Assignor, Star Chicken Co LLC, a Colorado limited liability company, Ira Goldfarb, Claudia Goldfarb, and Assignee; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all right, title and interest in, to and under the trademarks set forth on Schedule A, together with the goodwill associated therewith (collectively, the “*Trademarks*”), and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, any and all of Assignor’s right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other

actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Successors. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

5. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (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. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Assignment, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

[Remainder of Page Intentionally Left Blank; Signature Follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

ASSIGNOR:

PRAIRIE DOG PET PRODUCTS, LLC, a Texas
limited liability company

By: 

Name: Ira Goldfarb

Title: Chief Executive Officer

[Signature page is Trademark Assignment]

Schedule A

Mark/Name	Status/Key Dates
PRAIRIE DOG ANTLERS	Registered May 3, 2016 RN: 4948993
PRAIRIE DOG BISCUITS	Registered May 10, 2016 RN: 4953739
PRAIRIE DOG PET PRODUCTS	Registered May 3, 2016 RN: 4948992
PRAIRIE DOG TREATS	Registered May 3, 2016 RN: 4948994