

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM547734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DPC Pet Specialties LLC		03/01/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Big Heart Pet, Inc.		
Street Address:	One Strawberry Lane		
City:	Orrville		
State/Country:	OHIO		
Postal Code:	44667		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	86465923	CHICKEN & SALMON CATTEROLE	
Serial Number:	86465846	CHICKEN & SHRIMP PAWTTENESCA	
Serial Number:	86352622	CHICKEN LOVER'S VARIETY PACK	
Serial Number:	86093832	CHICKEN PAW PIE	
Serial Number:	86142015	CHICKEN PURRCATA	
Serial Number:	86951929	DELI CUTS	
Serial Number:	87154182	FUREVER HOME	
Serial Number:	77904965	JUST 6	
Serial Number:	86951888	MEATLOAF MORSELS	
Serial Number:	87110527	NORTHERN WOODLANDS RECIPE	
Serial Number:	77386725	NUTRISH	
Serial Number:	86472474	NUTRISH DISH	
Serial Number:	86845165	NUTRISH DISH	
Serial Number:	86142022	OCEAN FISH-A-LICIOUS	
Serial Number:	86354093	OCEAN LOVER'S VARIETY PACK	
Serial Number:	87110453	OPEN RANGE RECIPE	
Serial Number:	86907949	PAWSTA	
Serial Number:	86347228	SAVORY BITES	
Serial Number:	86093164	SOUP BONES	
TRADEMARK			

CH \$590.00 86465923

Property Type	Number	Word Mark
Serial Number:	86628307	SWITCH TO NUTRISH
Serial Number:	86142041	TUNA PURRFECTION
Serial Number:	87232707	WHOLE INGREDIENTS YOU CAN SEE, FOR A WHO
Serial Number:	86296555	ZERO GRAIN

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3306848446

Email: trademarks@jmsmucker.com

Correspondent Name: Courtni Moorman

Address Line 1: One Strawberry Lane

Address Line 4: Orrville, OHIO 44667

NAME OF SUBMITTER:	Courtni Moorman
SIGNATURE:	/cm/
DATE SIGNED:	11/01/2019

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*"), effective as of March 1, 2019 (the "*Effective Date*"), is made by and between DPC Pet Specialties LLC, a Pennsylvania limited liability company ("*Assignor*"), with a principal address at 984 Water Street, Meadville, Pennsylvania 16335, and Big Heart Pet, Inc., a Delaware corporation ("*Assignee*"), with a principal address at One Strawberry Lane, Orrville, Ohio 44667.

WHEREAS, in connection with a restructuring transaction involving the pet food business of The J. M. Smucker Company and its various affiliates, Assignor and Assignee have entered into that certain Bill of Sale, effective as of March 1, 2019 (the "*Bill of Sale*") (capitalized terms used herein without definition shall have the meanings set forth in the Bill of Sale); and

WHEREAS, under the terms of the Bill of Sale, Assignor has transferred and assigned to Assignee, among other assets, all of Assignor's IP Assets, and Assignor agreed to execute and deliver such other and further documents and instruments as may be necessary and proper to effect the transfer of such IP Assets, including without limitation this Assignment; and

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States trademark registrations and applications for registration of trademarks identified and set forth on Schedule A and the goodwill associated with all of the foregoing (all of the foregoing collectively, the "*Trademarks*"); and

WHEREAS, the Assignee desires to acquire all rights, titles and interest in and to Assignor's Trademarks.

NOW, THEREFORE, in consideration of the promises and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby does transfer and assign to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all registrations, applications therefor and renewals and extensions of the foregoing, and all rights of priority therein, in the United States that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and

under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Following the Effective Date, without further consideration, Assignor will execute and deliver or cause to be executed and delivered such documents to Assignee and take such other action as Assignee may reasonably request in order to more effectively effect, evidence or perfect the transaction contemplated herein.

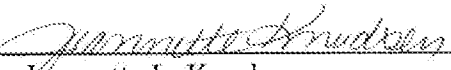
This Assignment may be executed in counterparts, and delivered by electronic mail with scan or attachment signature, all of which when so executed and delivered shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Each counterpart may consist of a number of copies hereof or thereof each signed by less than all, but together signed by all, of the parties. An electronic or other copy of a signature shall be deemed an original for purposes of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

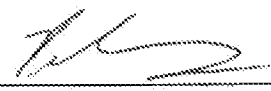
ASSIGNOR:

DPC PET SPECIALTIES LLC

By: 
Jeannette L. Knudsen
Senior Vice President and Secretary

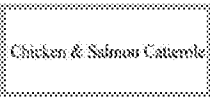
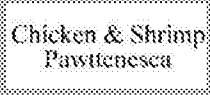

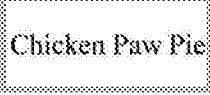


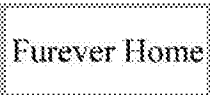
ASSIGNEE:

BIG HEART PET, INC.

By: 
Peter Farah
Assistant Secretary

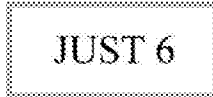
SCHEDULE A

Trademark Records By Trademark

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
CHICKEN & SALMON CATTEROLE							
DPC Pet Specialties LLC		United States of America	86465923	5055233	4 Oct 2016	31	Registered
CHICKEN & SHRIMP PAWTTENESCA							
DPC Pet Specialties LLC		United States of America	86465846	5055232	4 Oct 2016	31	Registered
CHICKEN LOVER'S VARIETY PACK							
DPC Pet Specialties LLC		United States of America	86352622	4928274	29 Mar 2016	31	Registered
CHICKEN PAW PIE							
DPC Pet Specialties LLC		United States of America	86093832	4543067	3 Jun 2014	31	Registered
CHICKEN PURRCATA							
DPC Pet Specialties LLC		United States of America	86142015	4646562	25 Nov 2014	31	Registered
DELI CUTS							
DPC Pet Specialties LLC		United States of America	86951929	5638320	25 Dec 2018	31	Registered
FUREVER HOME							
DPC Pet Specialties, LLC		United States of America	87154182	5459793	1 May 2018	31	Registered

JUST 6**JUST 6**

DPC Pet Specialties LLC

United States
of America

77904965

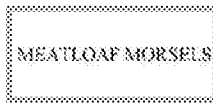
3935496

22 Mar 2011 31

Registered

MEATLOAF MORSELS**MEATLOAF
MORSELS**

DPC Pet Specialties LLC

United States
of America

86951888

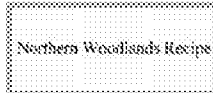
5278290

29 Aug 2017 31

Registered

NORTHERN WOODLANDS RECIPE**NORTHERN
WOODLANDS
RECIPE**

DPC Pet Specialties LLC

United States
of America

87110527

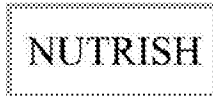
5454224

24 Apr 2018 31

Registered

NUTRISH**NUTRISH**

DPC Pet Specialties LLC

United States
of America

77386725

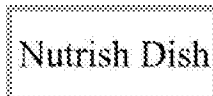
3628092

26 May 2009 31

Registered

NUTRISH DISH**NUTRISH DISH**

DPC Pet Specialties LLC

United States
of America

86472474

5060161

11 Oct 2016 31

Registered

NUTRISH DISH

DPC Pet Specialties LLC

United States
of America

86845165

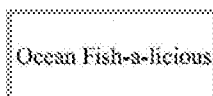
5448940

17 Apr 2018 31

Registered

OCEAN FISH-A-LICIOUS**OCEAN FISH-A-
LICIOUS**

DPC Pet Specialties LLC

United States
of America

86142022

4646563

25 Nov 2014 31

Registered

OCEAN LOVER'S VARIETY PACK**OCEAN LOVER'S
VARIETY PACK**

DPC Pet Specialties LLC

United States
of America

86354093

4928276

29 Mar 2016 31

Registered



OPEN RANGE RECIPE

OPEN RANGE RECIPE

DPC Pet Specialties LLC

United States
of America

87110453

5454223

24 Apr 2018

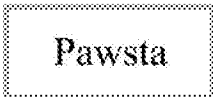
31

Registered

PAWSTA

PAWSTA

DPC Pet Specialties LLC

United States
of America

86907949

5287083

12 Sep 2017

31

Registered

SAVORY BITES

SAVORY BITES

DPC Pet Specialties LLC

United States
of America

86347228

4916586

15 Mar 2016

31

Registered

SIMPLY 5

SIMPLY 5

DPC Pet Specialties LLC

United States
of America

77922200

3935588

22 Mar 2011

31

Registered

SOUP BONES

SOUP BONES

DPC Pet Specialties LLC

United States
of America

86093164

4916366

15 Mar 2016

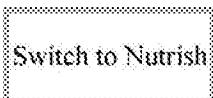
31

Registered

SWITCH TO NUTRISH

SWITCH TO NUTRISH

DPC Pet Specialties LLC

United States
of America

86628307

4976378

14 Jun 2016

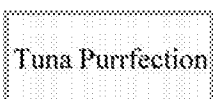
31

Registered

TUNA PURRFECTION

TUNA PURRFECTION

DPC Pet Specialties LLC

United States
of America

86142041

4920359

22 Mar 2016

31

Registered

TRADEMARK

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2/20/2019 3:42 PM

WHOLE INGREDIENTS YOU CAN SEE, FOR A WHOLE TASTE YOUR DOG WILL LOVE

DPC Pet Specialties LLC	WHOLE INGREDIENTS YOU CAN SEE, FOR A WHOLE TASTE YOUR DOG WILL LOVE	United States of America	87232707		31	Pending
						

ZERO GRAIN

	ZERO GRAIN					
DPC Pet Specialties LLC		United States of America	86296555	4896537	2 Feb 2016	31 Registered