

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM571044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omega Sea, LLC		03/10/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Spectrum Brands Pet LLC		
Street Address:	3001 Deming Way		
City:	Middleton		
State/Country:	WISCONSIN		
Postal Code:	53562-1431		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4845398	GOOD FOR YOUR FISH. GOOD FOR YOUR PLANET	
Registration Number:	4093104	OMEGA SEA	
Registration Number:	4093054	OMEGA ONE	
Registration Number:	4509232	"THE BEST FISH FOOD IN THE WORLD" CHECK	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	34589/04015		
NAME OF SUBMITTER:	Raymond Rundelli		
SIGNATURE:	/Raymond Rundelli/		
DATE SIGNED:	04/08/2020		
Total Attachments: 5			

CH \$115.00 4845398

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Agreement") is made and entered into as of this 10th day of March, 2020, by and between Omega Sea, LLC, an Ohio limited liability company (the "Assignor"), and Spectrum Brands Pet LLC, a New York limited liability company (the "Assignee"). All terms not otherwise defined herein shall have such meanings as ascribed in that certain Asset Purchase Agreement, dated as of March 10, 2020, by and between the Assignor and the Assignee (the "Purchase Agreement").

WHEREAS, Assignor owns all right, title, and interest in the Acquired Intellectual Property shown on the Schedule A attached hereto and any related common law rights, including the goodwill associated therewith (the "Assigned IP"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in, to and under the Assigned IP.

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

1. Assignment of the Assigned IP. Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Assigned IP and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Assigned IP are used and which is symbolized by the Assigned IP, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

2. Binding Effect. It is understood and agreed that this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and assigns; provided, that any such successor or assign of this Agreement by either party shall also be the successor or assign of the Assigned IP of the party at issue in this Agreement, and the goodwill associated with such trademarks.

3. Amendment. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing signed by an authorized signatory of the party or parties to be affected thereby.

4. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors, legal representatives and permitted assigns.

5. Severability. The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

7. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. A facsimile signature of this Agreement shall be as effective as an original. The exchange of a fully-executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of the Agreement..

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the day, month and year first above written.

"ASSIGNOR":

OMEGA SEA, LLC

By: 
Samuel S. Hartwell, Chairman

"ASSIGNEE":

SPECTRUM BRANDS PET LLC

By: SALIX ANIMAL HEALTH, LLC, its
Managing Member

By: _____
Joanne P. Chomiak, Vice President and
Treasurer

[Signature page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the day, month and year first above written.

"ASSIGNOR":

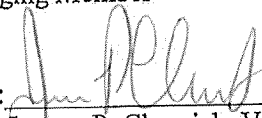
OMEGA SEA, LLC

By: _____
Samuel S. Hartwell, Chairman

"ASSIGNEE":

SPECTRUM BRANDS PET LLC

By: SALIX ANIMAL HEALTH, LLC, its
Managing Member

By:  _____
Joanne P. Chomiak, Vice President and
Treasurer

[Signature page to Intellectual Property Assignment]

SCHEDULE A

Trademarks

Country	Trademark	Reg. No./ (Appln. No.)	Reg. Date/ (Appln. Date)	Current Owner	Status	Security Interests
US	GOOD FOR YOUR FISH. GOOD FOR YOUR PLANET.	4,845,398	11/03/2015	Omega Sea, LLC	Registered; Declaration of Use due 11/03/2021	None
US	OMEGA SEA	4,093,104	01/31/2012	Omega Sea, LLC	Registered & Incontestable; Renewal due 01/31/2022	Security Interest to First National Bank of Pennsylvania recorded 08/15/2015
US	OMEGA ONE	4,093,054	01/31/2012	Omega Sea, LLC	Registered & Incontestable; Renewal due 01/31/2022	Security Interest to First National Bank of Pennsylvania recorded 08/15/2015
US	"THE BEST FISH FOOD IN THE WORLD" CHECK THE INGREDIENTS	4,509,232	04/08/2014	OmegaSea, LLC	Registered; Declaration of Use due 04/08/2020	None

Domain Names

<u>Domain Name</u>	<u>Reg. Date</u>	<u>Expiration Date</u>
omegasea.net	06/04/2001	06/04/2022

Copyrights, Active Websites, Social Media Accounts, and Mobile Apps

1. www.omegasea.net
2. https://www.facebook.com/OmegaOneFishFood/
3. https://twitter.com/OmegaSeaLLC
4. https://www.linkedin.com/company/omega-sea-llc
5. https://www.instagram.com/_omegasea/
6. https://www.youtube.com/channel/UC9qnP9sCOFJE5sBhKtbMHFA