

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BrightPet Nutrition Group, LLC		08/19/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BrightPet OPF Buyer, Inc.		
Street Address:	38251 Industrial Park Rd		
City:	Lisbon		
State/Country:	OHIO		
Postal Code:	44432		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5197120	BRIGHTPET NUTRITION GROUP	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Noah A. Shier		
Address Line 1:	Dechert llp		
Address Line 2:	1095 AVE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	Project BrightPet 156705		
NAME OF SUBMITTER:	Noah Shier		
SIGNATURE:	/Noah Shier/		
DATE SIGNED:	08/21/2020		
Total Attachments: 4			
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RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this "Assignment") is made as of August 19, 2020 (the "Effective Date") by and between BrightPet Nutrition Group, LLC, a Delaware limited liability company ("Assignor") and BrightPet OPF Buyer, Inc., a Delaware corporation ("Assignee"). Each of Assignor and Assignee are referred to as a "Party" and together as the "Parties".

WHEREAS, Assignor has agreed to assign to Assignee any and all of its rights in the U.S. trademark "BRIGHTPET NUTRITION GROUP," U.S. Reg. No. 5297120 (the "Trademark").

NOW, THEREFORE, for certain good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby does irrevocably transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to (a) the Trademark, together with all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all rights to create new trademarks that incorporate the foregoing, and rights to request, apply for, file and register the foregoing; (c) all the goodwill in the foregoing; (d) all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (e) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

2. Assignor hereby authorizes and requests the competent authorities, including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, giving of testimony, execution of papers, and other assistance all to the extent reasonably necessary or desirable for: (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; and (c) legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or


cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page follows]

The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:


"ASSIGNEE":

BRIGHTPET OPF BUYER, INC.

By: 
Name: Joseph C. Heinmiller
Title: Vice President
Date:

"ASSIGNOR":

BRIGHTPET NUTRITION GROUP, LLC

By: 
Name: Joseph C. Heinmiller
Title: Vice President
Date:

[Signature Page to Recordable Trademark Assignment]

SCHEDULE A

Registered Trademark:

Serial No. Filing Date	Registration No. Registration Date	Mark	Jurisdiction
87008073 04-20-2016	5197120 05-02-2017	BRIGHTPET NUTRITION GROUP	US