

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604253

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900567763		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elanco Tiergesundheit AG		07/31/2020	Corporation: SWITZERLAND
Elanco US Inc.		07/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PetIQ, LLC		
Street Address:	923 South Bridgeway Place		
City:	Eagle		
State/Country:	IDAHO		
Postal Code:	83616		
Entity Type:	Limited Liability Company: IDAHO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2510863	CAPSTAR	
Serial Number:	87758902	CAPACTION	
Serial Number:	87758814	FLEACAPS	
CORRESPONDENCE DATA			
Fax Number:	3146215065		
<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:	3146215070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Courtney Jackson		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	38704-481		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	10/21/2020		
Total Attachments: 8			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of July 31, 2020, is made by and among Elanco US, Inc., a Delaware corporation having a principal place of business at 2500 Innovation Way Greenfield INDIANA 46140 ("Elanco US"), Elanco Tiergesundheit AG, a corporation organized under the laws of Switzerland and having a principal place of business at Mattenstrasse 24A, Basel, Switzerland 4058 ("Elanco Tiergesundheit") (Elanco US and Elanco Tiergesundheit, each an "Assignor" and collectively the "Assignors"), and PetIQ, LLC, an Idaho limited liability company ("Assignee"). Each Assignor and Assignee are each referred to herein as a "Party" and collectively referred to herein as the "Parties."

WHEREAS, each Assignor wishes to assign to Assignee, and Assignee wishes to acquire from such Assignor, all of such Assignor's rights, title, and interest in and to the trademark registrations and applications listed in Schedule A attached hereto (collectively, the "Purchased Trademarks").

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

1. Each Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from such Assignor, any and all rights, title, and interests such Assignor holds, or may hold, in and to the Purchased Trademarks in the United States, together with all rights derived therefrom, including any and all statutory and common law rights with respect thereto, the ongoing and existing business of Assignor to which the Purchased Trademarks pertain as more fully set forth in that the Amended and Restated Asset Purchase Agreement entered into by and between Elanco US and Assignee dated as of July 21, 2020 (the "Asset Purchase Agreement"), and any and all goodwill connected with and symbolized by the Purchased Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages, and payments now or hereafter due or payable with respect to the Purchased Trademarks, including without limitation in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for all past, present, and future infringements and other violations of the rights assigned under this Assignment.
2. The Parties hereby request and authorize the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Purchased Trademarks.
3. Each Assignor agrees, at Assignee's request, to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to

effectuate the transfer of the Purchased Trademarks and otherwise carry out and fulfill the purposes and intent of this Assignment.

4. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Assignee or Seller set forth in the Asset Purchase Agreement. This Assignment is subject to and governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.
5. This Assignment shall be governed by and construed, and all Disputes relating to or arising out of this Assignment or the transactions contemplated hereby shall be resolved, in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that would otherwise refer construction or interpretation of this Assignment or the resolution of any Dispute relating to or arising out of this Assignment or the transactions contemplated hereby to the Law of another jurisdiction.
6. This Assignment may not be modified, amended, altered or supplemented except upon the delivery of a written agreement executed by all of the Parties.
7. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.
8. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any of the Parties under this Assignment will not be materially and adversely affected thereby, (i) such provision shall be fully severable, (ii) this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.
9. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a


signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

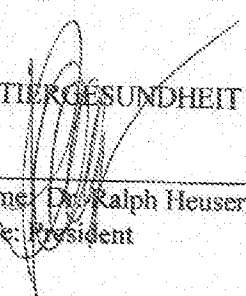
ASSIGNORS:

ELANCO US, INC.

By: 
Name: Aaron L. Schacht
Title: Executive Vice President of
Innovation, Regulatory and Business
Development

ELANCO TIERGESUNDHEIT AG

By:


Name: Dr. Ralph Heuser
Title: President

SIGNATURE PAGE
TRADEMARK ASSIGNMENT AGREEMENT

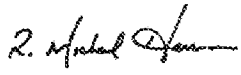
TRADEMARK
REEL: 007080 FRAME: 0505

ASSIGNEE:

PETIQ, LLC


By: 

Name: McCord Christensen
Title: Chief Executive Officer

By: 

Name: R. Michael Herrman
Title: Secretary

SCHEDULE A

Trademark	Country	Application Date	Application Number	Registration Date	Registration Number	Record Owner
CAPSTAR	US	10/5/1998	75/564436	11/20/2001	2510863	Elanco Tiergesundheits AG
CAPACTION	US	1/17/2018	87/758902			Elanco US Inc.
FLEACAPS	US	1/17/2018	87/758814			Elanco US Inc.
 (Common Law Trademark)	US	N/A	N/A	N/A	N/A	Elanco