

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM693950

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hillside Nutrition, LLC		10/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Balanced Nutritionals, LLC		
<b>Street Address:</b>	300 Crescent Court, Suite 550		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88457625	GO ORGANIC	
<b>Serial Number:</b>	90759170	PINK OCEAN	
<b>Serial Number:</b>	90780191	HEALTHY WAGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8573004001		
<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>			
<b>Phone:</b>	857-300-4000		
<b>Email:</b>	internalip@lathrogpm.com, maggie.jiles@lathrogpm.com		
<b>Correspondent Name:</b>	Gordon R. Moriarty		
<b>Address Line 1:</b>	28 State Street, Suite 700		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109-1775		
<b>ATTORNEY DOCKET NUMBER:</b>	613822		
<b>NAME OF SUBMITTER:</b>	Hannah Lutz		
<b>SIGNATURE:</b>	/Hannah Lutz/		
<b>DATE SIGNED:</b>	12/10/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is entered into as of October 1, 2021 (the “**Effective Date**”) by and between Balanced Nutritionals, LLC, a Delaware limited liability company (“**Assignee**”), with an address of 300 Crescent Court, Suite 550, Dallas, TX 75201, and Hillside Nutrition, LLC, a Delaware limited liability company (“**Assignor**”), with an address of 14 Schoolhouse Road, Somerset, NJ 08873.

### **RECITALS**

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademark registrations and applications in the attached Schedule A (the “**Trademarks**”) and certain assets used or held for use in the operation of Assignor’s business involving the Trademarks; and

WHEREAS, pursuant to the terms of that certain Contribution Agreement, dated as of the date hereof, Assignor has agreed to convey, assign and transfer to Assignee all of Assignor’s right, title and interest in, to and under the Trademarks and certain assets used or held for use in the operation of Assignor’s business involving the Trademarks.

### **AGREEMENT**

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

1. Conveyance. Assignor does hereby convey, assign and transfer to Assignee all of Assignor’s right, title and interest in, to and under (i) the Trademarks, together with the goodwill symbolized thereby, and (ii) all benefits, privileges, causes of action, common law rights and remedies relating thereto throughout the world, including, without limitation, all of Assignor’s rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) bring actions and recover damages for past, present and future infringement or other violation thereof; and (c) grant licenses or other interests therein.

2. Recordation. Assignor hereby requests that each applicable trademark office, or other governmental entity or registrar, (i) record Assignee as the owner of the Trademarks, and (ii) issue all registrations in and to the Trademarks to Assignee as assignee of Assignor’s entire right, title and interest in, to and under the same. Assignor hereby consents to and authorizes the foregoing for all purposes. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Trademarks, and Assignor shall, at Assignee’s cost and expense, provide reasonable cooperation and assistance at Assignee’s reasonable request to complete the recordation of this Assignment.

3. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted transferees and assignees. Neither this Assignment nor any interest herein may directly or indirectly be transferred or assigned by any party hereto, in whole or in part, without the written consent of the other party hereto; provided, however, (a) Assignee may at any time assign, in whole or in part, its rights and obligations pursuant to this Assignment to one or more

of its affiliates without the consent of any other person or entity, (b) Assignee may assign its rights under this Assignment for collateral security purposes to any lender providing financing to Assignee or any of its affiliates without the consent of any other person or entity, and (c) Assignee may assign its rights under this Assignment, in whole or in part, to any subsequent purchaser of (i) Assignee, (ii) its parent or any of its subsidiaries, or (iii) any material portion of their respective assets, in each of the foregoing cases, without the consent of any other person or entity. Any attempted assignment in violation of the foregoing shall be, in all respects, void and without effect *ab initio*.

4. Descriptive Headings. The headings and captions in this Assignment are for convenience of reference only and shall not be deemed to alter or affect any provision of this Assignment.

5. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to such jurisdiction's choice or conflict of laws principles.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by electronic mail or other common electronic medium shall constitute effective execution and delivery of this Assignment as to the parties hereto and may be used in lieu of the original Assignment for all purposes. Signatures of the parties hereto transmitted by electronic mail or other common electronic medium shall be deemed to be their respective original signatures for all purposes.

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and effective as of the Effective Date.

**ASSIGNOR**

Hillside Nutrition, LLC

By: 

Name: Christopher McRorie

Its: Vice President, General Counsel and  
Secretary

**ASSIGNEE**

Balanced Nutritionals, LLC

By: 

Name: Christopher McRorie

Its: Vice President, General Counsel and  
Secretary

**SCHEDULE A**

<b>Title/Mark</b>	<b>Country</b>	<b>Application Date</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
GO ORGANIC	U.S.	06/03/2019	88/457,625		
GO ORGANIC	International Bureau (WIPO)	12/03/2019	IR1506706	IR1506706	12/3/19
GO ORGANIC	Canada	12/03/2019	IR1506706 / 2004365		
GO ORGANIC	Mexico	12/03/2019	IR1506706	IR1506706	7/19/21
PINK OCEAN	U.S.	06/07/2021	90/759,170		
HEALTHY WAGS	U.S.	06/17/2021	90/780,191		