

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bravo!, LLC dba Bravo! Pet Foods		09/30/2022	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	BNG Acquisition Co, LLC		
Street Address:	2425 West Dorothy Lane		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45439		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4580835	BAG-O-CHEWS	
Registration Number:	4740364	HOMESTYLE COMPLETE	
Registration Number:	4901292	BAG-O-BONES	
Registration Number:	5034436	BONUS BITES	
Registration Number:	4955531	FELINE CAFE	
Registration Number:	4955530	CANINE CAFE	
Registration Number:	3971816	BRAVO!	
Registration Number:	3269610	BRAVO! THE DIET DESIGNED BY NATURE	
Registration Number:	5846608	MAKING HEALTHY HAPPEN	
Registration Number:	2305176	BRAVO	
CORRESPONDENCE DATA			
Fax Number:	2023187707		
<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:	202-251-6920		
Email:	tm@potomaclaw.com		
Correspondent Name:	Julia Anne Matheson		
Address Line 1:	1300 Pennsylvania Avenue, NW		
Address Line 2:	Suite 700		

CH \$265.00 4580835

Address Line 4:	Washington, D.C. 20004
ATTORNEY DOCKET NUMBER:	3373-001
NAME OF SUBMITTER:	Julia Anne Matheson
SIGNATURE:	/Julia Anne Matheson/
DATE SIGNED:	12/01/2022
Total Attachments: 5 source=Assignment - Bravo to BNG - Sept 30 2022#page1.tif source=Assignment - Bravo to BNG - Sept 30 2022#page2.tif source=Assignment - Bravo to BNG - Sept 30 2022#page3.tif source=Assignment - Bravo to BNG - Sept 30 2022#page4.tif source=Assignment - Bravo to BNG - Sept 30 2022#page5.tif	

**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT
AND
ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is entered into effective as of September 30, 2022 by and between **Bravo!, LLC dba Bravo! Pet Foods**, a Connecticut limited liability company with a Connecticut Business ALEI of 0712753 (“**Assignor**”), and **BNG Acquisition Co, LLC**, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee may be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties.**” Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement as defined below.

WHEREAS, Assignor, Assignee and David Bogner, have entered into an Asset Purchase Agreement dated effective as of September 30, 2022 (the “**Asset Purchase Agreement**”), which sets forth, among other things, the terms of the sale, conveyance, assignment, transfer and delivery from Assignor to Assignee of the Purchased Assets;

WHEREAS, the Purchased Assets include all Intellectual Property Rights owned by Seller and used or held for use by Seller in the operation of the Business, including but not limited to the Intellectual Property Rights set forth on **Schedule 1** hereto (the “**Intellectual Property Assets**”); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor have agreed to sell, convey, assign, transfer, and deliver to Assignee all of Assignor’ rights, title and interests in and to the Intellectual Property Assets.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound, the Parties hereby agree as follows:

ASSIGNMENT AND ASSUMPTION

1.1. **Conveyance.** In accordance with and subject to the terms of the Asset Purchase Agreement and for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, effective as of the Closing Date, all of Assignor’s rights, title and interests in, to and under the Intellectual Property Assets, free and clear of any mortgage, pledge, lien charge, security interest, claim or other encumbrance, including for each item of Intellectual Property in the Intellectual Property Assets, (a) all goodwill of the business connected with the use of, and symbolized by, the trademarks included in the Intellectual Property Assets or any goodwill otherwise associated with the Intellectual Property Assets, (b) all rights of any kind whatsoever of Assignor that have accrued under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, and (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the effective date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

1.2. **Assumption.** In accordance with and subject to the provisions of the Asset Purchase Agreement and this Assignment, Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of the right, title and interest in, to and under the Intellectual Property Assets as described above.

1.3. Recordation. Assignor hereby authorizes, as applicable, the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Assignor agrees to reasonably cooperate with Assignee in Assignee's efforts in preparing any additional instruments to record Assignee as the owner of the Intellectual Property Assets in the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable foreign governmental body or registrar, in each case in form and substance reasonably acceptable to such governmental body or registrar and in accordance with the applicable laws of the jurisdiction to which such instrument pertains, all of which to be done at Assignee's sole cost and expense.

1.4. Further Assurances. At any time or from time to time after the Closing Date, the Assignor shall, at the reasonable request of the Assignee, and without further expense to the Assignor: (a) promptly execute and deliver any further instruments or documents of conveyance and transfer (including powers of attorney) as the Assignee may reasonably request in order to evidence or perfect the consummation of the transactions contemplated by this Assignment and (b) promptly take all reasonable actions and efforts to consummate the sale, conveyance, assignment and transfer of the Intellectual Property Assets to the Assignee.

1.5. Amendment; Waiver. No amendment, modification, supplement, waiver, replacement, termination or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignor.

1.6. Counterparts; Electronic Signatures. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and delivered to the all other Parties. Facsimile or email transmission of counterpart signatures to this Assignment shall be acceptable and binding.

1.7. Governing Law and Jurisdiction. This Agreement shall be enforced, governed and construed in all respects in accordance with the terms set forth in Section 9.4 (Governing Law; Jurisdiction and Venue: WAIVER OF JURY TRIAL) of the Asset Purchase Agreement.

1.8. Binding Nature; Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Party.

1.9. No Third Party Beneficiaries. This Assignment is solely for the benefit of the Parties hereto and their respective Affiliates, and no provision of this Assignment shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, cause of action or other right.

1.10. Severability. Whenever possible, each provision or portion of any provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Rights Assignment and Assumption Agreement to be effective as of the date set forth above.

ASSIGNOR:

Bravol, LLC

By: 

David Bogner, Member

ASSIGNEE:

BNG Acquisition Co, LLC

By: 

Michael Krueger, Chief Financial Officer

[Signature Page to IP Assignment and Assumption Agreement]

TRADEMARK
REEL: 007906 FRAME: 0346

SCHEDULE 1

Intellectual Property Registrations:

Patents: None.

Copyrights: None.

Registered Trademarks:

Mark	Country	Status	Reg. No.	Reg Date	Unreleased Security Interest
BAG-O-CHEWS	US	Registered	4580835	08/05/2014	None
MAKE GOOD HAPPEN	CA	Registered	TMA942,674	07/07/2016	Unknown
CRUNCHY DELIGHTS	CA	Registered	TMA942,596	07/07/2016	Unknown
HOMESTYLE COMPLETE	US	Registered	4740364	05/19/2015	None
HOMESTYLE COMPLETE	CA	Registered	TMA942,632	07/07/2016	None
BAG-O-BONES	US	Registered	4901292	02/16/2016	Unknown
BONUS BITES	US	Registered	5,034,436	09/06/2016	None
FELINE CAFÉ	US	Registered	4955531	05/10/2016	None
CANINE CAFE	US	Registered	4955530	05/10/2016	None
BRAVO!	US	Registered	3971816	05/31/2011	None
BRAVO! THE DIET DESIGNED BY NATURE	US	Registered	3269610	07/24/2007	None
MAKING HEALTHY HAPPEN	US	Registered	5846608	08/27/2019	None
BRAVO	US	Registered	2305176	01/04/2000	None

Domain Names:

Domain Name	Creation Date	Expiration Date	Registrar	Registrant
bravopetfoods.com	11/21/2012	11/21/2022	TLDS LLC d/b/a/ SRSPlus	Bravo! LLC
bravorawdiet.com	10/9/2002	10/9/2022	TLDS LLC d/b/a/ SRSPlus	Bravo! LLC
bravopetfoods.net	11/21/2012	11/21/2022	TLDS LLC d/b/a/ SRSPlus	Bravo! LLC
bravopettreats.com	11/21/2012	11/21/2022	TLDS LLC d/b/a/ SRSPlus	Bravo! LLC
bravopettreats.net	11/21/2012	11/21/2022	TLDS LLC d/b/a/ SRSPlus	Bravo! LLC
bravocatfood.net	11/21/2012	11/21/2022	TLDS LLC d/b/a/ SRSPlus	Bravo! LLC
bravocatfood.com	11/21/2012	11/21/2022	TLDS LLC d/b/a/ SRSPlus	Bravo! LLC

Domain Name	Creation Date	Expiration Date	Registrar	Registrant
bravodogfood.com	11/21/2012	11/21/2022	TLDS LLC d/b/a/ SRSPlus	Bravo! LLC
bravodogfood.net	11/21/2012	11/21/2022	TLDS LLC d/b/a/ SRSPlus	Bravo! LLC
bravopetfood.com	4/12/2014	4/12/2023	TLDS LLC d/b/a/ SRSPlus	Bravo! LLC

Social Media Accounts:

- i. Facebook – <https://www.facebook.com/BravoPetFoods>
- ii. Twitter – <https://twitter.com/BravoPetFoods>
- iii. Instagram – <https://www.instagram.com/bravopetfoods/?hl=en>
- iv. LinkedIn – <https://www.linkedin.com/company/bravo-pet-foods/about/>
- v. YouTube - <https://www.youtube.com/channel/UCutbQgAEEJC3xqEsWRIU17w>

Unregistered Trademarks:

- i. BRAVO PET FOODS



- ii.
- iii. BALANCE