

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evergreen Holdings, LLC		12/16/2022	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Etta Says, LLC		
Doing Business As:	Treat Planet, LLC		
Street Address:	3159 Rider Trail South		
City:	Earth City		
State/Country:	MISSOURI		
Postal Code:	63045		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3198637	ETTA SAYS!	
Registration Number:	4726536	TREAT PLANET BEST DARN TREATS ON THE PLA	
Registration Number:	5964744	MUNCH METER	
Registration Number:	5214769	SHAREABLES	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	(303) 223-1100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Airina L. Rodrigues		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	065173.0001		
NAME OF SUBMITTER:	Airina L. Rodrigues		
SIGNATURE:	/Airina L. Rodrigues/		
DATE SIGNED:	12/19/2022		

OP \$115.00 3198637

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”) is effective as of December 16, 2022 (the “**Effective Date**”) by and between Evergreen Holdings, LLC, a Missouri limited liability company (“**Assignor**”), and Etta Says, LLC (d/b/a Treat Planet, LLC), a Missouri limited liability company (“**Assignee**”).

RECITALS

A. WHEREFORE, Assignor is the owner of the entire right, title and interest in and to the trademarks set forth on Schedule 1, and all goodwill associated therewith; and

B. WHEREFORE, Assignor desires to assign its entire right, title and interest in and to such trademarks, and Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademarks, on the terms of this Assignment. Assignor and Assignee wish to transfer record title of such trademarks and to execute a document suitable for recordation in the United States Patent and Trademark Office and other trademark offices worldwide.

AGREEMENTS

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “Assigned Trademarks”), together with all goodwill associated or connected with the use of, and symbolized by, the Assigned Trademarks:

a) the trademarks set forth on Schedule 1 hereto and all intellectual property rights associated therewith, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, all registrations and applications for registration of such trademarks, including intent-to-use trademark applications, issuances, extensions and renewals of such registrations and applications, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

b) all right of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

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

d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the 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, dilution, 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.

2. Further Actions. To vest the Assigned Trademarks in Assignee and its successors and permitted assigns, Assignor will, and will cause its affiliates, successors and permitted assigns to, (a) execute and deliver such additional instruments of transfer and conveyance and other documents reasonably requested by Assignee and (b) take such other actions reasonably requested by Assignee.

3. Counterparts. This Assignment may be executed in one or more counterparts each of which, when executed, will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. 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 laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

The undersigned have executed this Assignment as of the Effective Date.


ASSIGNOR

EVERGREEN HOLDINGS, LLC

Date: 12/19/2022 | 10:13 AM PST

By: DocuSigned by: *Doug Martin*
Name: Doug Martin
Title: President

**Schedule 1
Assigned Trademarks**

Mark	Registrant	App. No. Reg. No.	Goods/Services	App. Date Reg. Date
ETTA SAYS! 	Evergreen Holdings, LLC	78828016 3198637	Class 31: Pet treats	Mar 2, 2006 Jan 16, 2007
TREAT PLANET BEST DARN TREATS ON THE PLANET	Evergreen Holdings, LLC	86288377 4726536	Class 31: Animal feed	May 21, 2014 April 28, 2015
MUNCH METER	Evergreen Holdings, LLC	88173685 5964744	Class 31: Edible dog treats	Oct 29, 2018 Jan 21, 2020
SHAREABLES	Evergreen Holdings, LLC	86829754 5214769	Class 31: Pet treats	Nov 23, 2015 May 30, 2017

Schedule 1 – Trademark Assignment Agreement

25018340.1

RECORDED: 12/19/2022

**TRADEMARK
REEL: 007925 FRAME: 0320**