

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM807915

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ainsworth Pet Nutrition, LLC		04/27/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Big Heart Pet, Inc.		
<b>Street Address:</b>	One Strawberry Lane		
<b>City:</b>	Orville		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44667		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3632446	RACHAEL RAY	
<b>Registration Number:</b>	3632445	RACHAEL RAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Rodney Boulware		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1992751		
<b>NAME OF SUBMITTER:</b>	Jordana S. Dreyfuss		
<b>SIGNATURE:</b>	/Jordana S. Dreyfuss/		
<b>DATE SIGNED:</b>	05/04/2023		
<b>Total Attachments: 3</b>			
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 27, 2023 (this “Agreement”), among Ainsworth Pet Nutrition, LLC (the “Assignor”) and Big Heart Pet, Inc. (the “Assignee”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the RM II Security Agreement, referred to below.

A. Reference is made to (i) the Ray Marks II Agreement, dated as of August 12, 2016 (as amended, supplemented or otherwise modified from time to time, the “RM II Agreement”), by and between Ray Marks II LLC, a Delaware limited liability company (the “Grantor”) and the Assignor and (ii) the Ray Marks II Asset Security Agreement, dated as of August 12, 2016 (as amended, supplemented or otherwise modified from time to time, the “RM II Security Agreement”), by and between the Grantor and the Assignor and (iii) the Grant of Security Interest in Trademarks, dated as of August 12, 2016, by and between the Grantor and the Assignor (the “Trademark Security Agreement” and such documents set forth in clauses (i) through (iii), the “Security Documents”).

B. Pursuant to the Security Documents, the Grantor granted to the Assignor, a security interest in all right, title and interest of the Grantor in, among other things, the trademarks and trademark applications of the Grantor set forth on Schedule I (collectively, the “Trademark Collateral”), which security interests were recorded with the United States Patent & Trademark Office on August 23, 2016 at Reel/Frame 5861/0383.

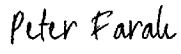
C. Pursuant to a certain Assignment and Assumption Agreement dated as of March 1, 2019, and pursuant Section 7.3 of the RM II Agreement and Section 7.7 of the RM II Security Agreement, the Assignor did assign, and now hereby confirms the assignment previously made, to the Assignee of all security interests it has against the Grantor’s right, title and interest in, to and under the Collateral, including the Trademark Collateral.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor authorizes the Assignee and their successors, assigns or other legal representatives to make filings with the United States Patent and Trademark Office and other necessary filings, to evidence the assignment of the Assignor’s security interests in the Trademark Collateral to Assignee.

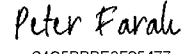
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AINSWORTH PET NUTRITION, LLC

By:   
Name: Peter Farah  
Title: Vice President and Assistant Secretary

BIG HEART PET, INC.

by:   
Name: Peter Farah  
Title: Vice President and Assistant Secretary

[Trademark Assignment]

**TRADEMARK**  
**REEL: 008060 FRAME: 0500**

Schedule I

**Trademarks**

Owner	Mark Name	Registration Number
Ray Marks II LLC	RACHAEL RAY	3632446
Ray Marks II LLC	RACHAEL RAY	3632445