

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Purchase and Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Techmix, LLC		02/10/2023	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tuffy's Pet Foods, Inc.		
<b>Street Address:</b>	145-1st Avenue North		
<b>City:</b>	Perham		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56573		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2984897	NUTRISOURCE	
<b>Registration Number:</b>	3610107	NUTRISOURCE PURE VITA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126324444		
<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>	6126323375		
<b>Email:</b>	tmdocket@lathrogpm.com		
<b>Correspondent Name:</b>	Lori L. Wiese-Parks		
<b>Address Line 1:</b>	500 IDS Center, 80 South Eighth Street		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Cynthia Hefferan, Paralegal		
<b>SIGNATURE:</b>	/Cynthia Hefferan/		
<b>DATE SIGNED:</b>	05/11/2023		
<b>Total Attachments: 5</b>			
source=Trademark Purchase Agreement - NutriSource (Executed Feb 10 2023)_Redacted#page1.tif			
source=Trademark Purchase Agreement - NutriSource (Executed Feb 10 2023)_Redacted#page2.tif			
source=Trademark Purchase Agreement - NutriSource (Executed Feb 10 2023)_Redacted#page3.tif			
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## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

**This Trademark Purchase and Assignment Agreement** (the "**Agreement**") is made as of February 10, 2023 (the "**Effective Date**"), between TECHMIX, LLC, a Minnesota limited liability company ("**Techmix**"), and TUFFY'S PET FOODS, INC., a Minnesota corporation ("**Tuffy's**").

### RECITALS

- A. Techmix is the owner of the NutriSource trademarks listed and depicted on Exhibit A (the "**Trademarks**").
- B. Tuffy's has used the Trademarks pursuant to a licensee agreement with Techmix for pet food since 2003, during which time its Trademark branded products have become a key component of its business.
- C. Tuffy's wishes to acquire Techmix's rights in and to the Trademarks and Techmix wishes to sell such rights to Tuffy's upon the terms and conditions set forth below.

### AGREEMENT

In consideration of the payment described below by Tuffy's to Techmix and the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, Tuffy's and Techmix hereby agree as follows:

- 1. Assignment.** Techmix hereby sells, assigns, conveys and transfers to Tuffy's Techmix's entire right, title and interest in and to the Trademarks and the trade dress as referred to and shown on Exhibit A, together with all goodwill associated therewith, for use and registration by Tuffy's (collectively, the "**Transferred Trademarks**") as of the Effective Date.
- 2. Payments.** In consideration for the Trademarks, Tuffy's will pay to Techmix the sum of [REDACTED].
- 3. Cooperation; Costs and Expenses.** Techmix will execute and deliver to Tuffy's all documentation required to perfect the transfer of the Transferred Trademarks in the trademark registry of the United States; provided, however, that Techmix will not be required to incur any out-of-pocket expenses. Subject to the foregoing, Tuffy's will be responsible for preparation of all documentation required to perfect the transfer of the Trademark registrations and will pay all costs incurred in connection therewith. Each party will execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.
- 4. License.** As of the Effective Date, Tuffy's agrees to grant to Techmix and its affiliate Form A Feed (collectively, the "**Techmix Companies**") a limited license to use the Trademarks in the categories and territories in which Techmix Companies currently uses the Trademarks solely for the purpose of depleting their currently existing inventory of labels, tags, and other packaging materials bearing the Trademarks (the "**License**"). The License will expire upon the earlier of (i) the Techmix Companies using all of its currently existing inventory of labels, tags, and other packaging materials bearing the Trademarks or (ii) the one year anniversary of the Effective Date.
- 5. Techmix's Representations and Warranties.** Techmix warrants and represents to Tuffy's that as of the Effective Date:

a. Techmix is the owner of all right, title and interest in and to the Trademarks and the associated trademark registrations are valid and in good standing.

b. There is no outstanding indebtedness incurred by Techmix which constitutes a valid lien or security interest that could be filed against the Trademarks in the respective trademark registries.

c. There is no past due fee or payment owing in the respective trademark registries relating to the Trademarks.

d. Techmix has received no written notice alleging that any of the Trademarks infringe the intellectual property rights of any third party.

e. Techmix is a limited liability company duly organized and in good standing under the laws of Minnesota. Techmix has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. Any requisite management action has been taken by Techmix in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Techmix is duly authorized to do so.

**6. Tuffy's Representations and Warranties.** Tuffy's represents and warrants to Techmix that as of the Effective Date, Tuffy's is a corporation duly organized and in good standing under the laws of Minnesota. Tuffy's has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. Any requisite corporate action has been taken by Tuffy's in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Tuffy's is duly authorized to do so.

**7. Notices.**

a. Procedure for giving notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement will be in writing and will be deemed to have been duly given when personally delivered (excluding telephone facsimile and including receipted express courier and overnight delivery service) or mailed by first class certified U.S. mail, return receipt requested showing name of recipient, addressed to the proper party.

b. Addresses for notices. For purposes of sending notices under this Agreement, the addresses of the parties are as follows:

As to Tuffy's: Tuffy's Pet Foods, Inc.  


With a Copy to: KLN Enterprises, Inc.  


As to Techmix: Techmix, LLC  


With a Copy to:

Nelson Family Companies



c. Change of address. A party may change its address for notices by sending a notice of such change to all other parties by the means provided in Section 6.a.

**8. Entire Agreement.** This writing constitutes the entire agreement of the parties with respect to the subject matter hereof, superseding all prior agreements, understandings, representations and warranties.

**9. Waivers.** No waiver of any breach, default or any right under this Agreement will be considered valid unless in writing and signed by the party giving such waiver, and no such waiver will be deemed a waiver of any subsequent breach, default or right, whether of the same or similar nature or otherwise.

**10. Amendments.** This Agreement may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by all of the parties hereto and amendment, modification or alteration of, addition to or termination of this Agreement or any provision of this Agreement will not be effective unless it is made in writing and signed by the parties.

**11. Construction.** This Agreement has been negotiated by the parties and no provision hereof will be construed more strictly against one party than against the other party by reason of such party having drafted such provision. The order in which the provisions of this Agreement appear are solely for convenience of organization; and later appearing provisions will not be construed to control earlier appearing provisions.

**12. Invalidity.** It is the intent of the parties that each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision hereof will be prohibited, invalid, illegal or unenforceable, in any respect, under applicable law, such provision will be ineffective to the extent of such prohibition, invalidity or non-enforceability only, without invalidating the remainder of such provision or the remaining provisions of this Agreement; and, there will be substituted in place of such prohibited, invalid, illegal or unenforceable provision a provision which nearly as practicable carries out the intent of the parties with respect thereto and which is not prohibited and is valid, legal and enforceable.

**13. Counterparts, Delivery.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures and/or electronic signatures on this Agreement transmitted by electronic mail will be treated as originals for all purposes hereunder.

**14. Assignment, Parties and Binding Effect.** This Agreement, and the duties and obligations of Techmix will not be assigned without the prior written consent of Tuffy's. Tuffy's will have the right to assign its rights under this Agreement to its parent company or any wholly owned affiliate company at any time without any consent. Wherever in this Agreement a party is named or referred to, the successors (including heirs and personal representative of individual parties) and permitted assigns of such party will be deemed to be included, and all agreements, promises, covenants and stipulations in this Agreement will be binding upon and inure to the benefit of their respective successors and permitted assigns.

**15. Survival of Representations and Warranties.** All representations and warranties herein will survive the execution and delivery of this Agreement.

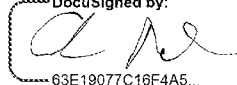
**16. Jurisdiction, Venue and Applicable Law.** Any action or proceeding for enforcement of this Agreement and the instruments and documents executed and delivered in connection herewith which is determined by a court of competent jurisdiction, as a matter of law, which seeks injunctive relief will be brought and enforced in the courts of the State of Minnesota, and the parties irrevocably submit to the jurisdiction of each such court in respect of any such action or proceeding. This Agreement and any amendments will be governed by and construed in accordance with the law of the State of Minnesota applicable to contracts made and to be performed therein (not including the choice of law rules thereof).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TECHMIX, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
6723BE008CF44FF...  
Mike Nelson  
Its: President

TUFFY'S PET FOODS, INC.

DocuSigned by:  
  
By: \_\_\_\_\_  
63E19077C16F4A5...  
Charlie Nelson  
Its: CEO

**EXHIBIT A**

Trademarks and Trade Dress

NutriSource – Reg. No. 2984897

NutriSource Pure Vita – Reg. No. 3610107