

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED RESTATED SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Heart Pet, Inc.		04/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Post Brands Pet Care, LLC		
Street Address:	20802 Kensington Blvd.		
City:	Lakeville		
State/Country:	MINNESOTA		
Postal Code:	55044		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3632445	RACHAEL RAY	
Registration Number:	3632446	RACHAEL RAY	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	60962-224478		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/matthew j. himich/		
DATE SIGNED:	05/25/2023		
Total Attachments: 6			
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ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

This ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE (this “Assignment Agreement and Bill of Sale”), dated as of April 28, 2023, is made by and among The J. M. Smucker Company, an Ohio corporation (“Seller”), each wholly owned Subsidiary of Seller signatory hereto (together with Seller, the “Seller Entities,” and each, a “Seller Entity”), and Post Brands Pet Care, LLC (formerly PCB Sub, LLC), a Delaware limited liability company (“Purchaser”), each a “Party” and collectively the “Parties.”

WHEREAS, Seller, Purchaser and Post Holdings, Inc., a Missouri corporation, entered into that certain Asset Purchase Agreement, dated as of February 8, 2023 (as amended, modified or supplemented, the “Purchase Agreement”), pursuant to which, upon the terms and subject to the conditions set forth in the Purchase Agreement, among other things, Seller agreed to sell, assign, transfer and convey, and to cause the other Seller Entities to sell, assign, transfer and convey, to Purchaser, and Purchaser agreed to purchase and acquire from the Seller Entities, all of the Seller Entities’ right, title and interest in and to the Purchased Assets, and Purchaser agreed to assume, pay, satisfy, discharge and perform the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency for which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Assumption.

(a) Each Seller Entity hereby sells, assigns, transfers and conveys to Purchaser, and Purchaser hereby purchases, acquires and accepts, all of such Seller Entity’s right, title and interest in and to the Purchased Assets other than the Business Inventory located in Canada, in each case pursuant and subject to the terms and conditions of the Purchase Agreement.

(b) Purchaser hereby agrees to assume, pay, satisfy, discharge and perform all of the Assumed Liabilities, pursuant and subject to the terms and conditions of the Purchase Agreement.

2. Terms of the Purchase Agreement. Each Seller Entity, and, by its acceptance hereof, Purchaser, acknowledge and agree that the representations, warranties, covenants and agreements contained in the Purchase Agreement, including Section 2.10 thereof, shall not be superseded, altered, amended or expanded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment Agreement and Bill of Sale, the terms of the Purchase Agreement shall govern. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

3. Further Actions. Subject to the terms and conditions of the Purchase Agreement, each of the Parties covenants and agrees to execute and deliver, or cause its applicable Subsidiaries to execute and deliver, such additional documents and instruments and take such further actions as may reasonably be necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment Agreement and Bill of Sale.

4. Miscellaneous. This Assignment Agreement and Bill of Sale is executed by Purchaser and the Seller Entities and shall be binding upon such Parties and their respective successors and assigns, effective immediately upon the Closing. This Assignment Agreement and Bill of Sale shall be subject to the Purchase Agreement, and the provisions of Section 7.4 (Transfer Taxes) and Section 11 (General Provisions) of the Purchase Agreement are incorporated herein *mutatis mutandis*. None of Purchaser or the Seller Entities makes any representations and warranties in this Assignment Agreement and Bill of Sale.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment Agreement and Bill of Sale, effective as of the date set forth above.

THE J. M. SMUCKER COMPANY

By: T.H. Marshall
Name: Tucker H. Marshall
Title: Chief Financial Officer

BIG HEART PET BRANDS, INC.

By: T.H. Marshall
Name: Tucker H. Marshall
Title: Chief Financial Officer

BIG HEART PET, INC.

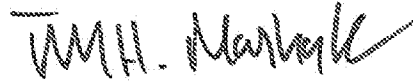
By: T.H. Marshall
Name: Tucker H. Marshall
Title: Chief Financial Officer

SMUCKER MANUFACTURING, INC.

By: T.H. Marshall
Name: Tucker H. Marshall
Title: Chief Financial Officer

{Signature Page to Assignment Agreement and Bill of Sale}

SMUCKER INTERNATIONAL, INC.



By: _____

Name: Tucker H. Marshall

Title: Chief Financial Officer

SMUCKER FOODSERVICE, INC.



By: _____

Name: Tucker H. Marshall

Title: Chief Financial Officer


AINSWORTH PET NUTRITION, LLC

By: T.H. Marshall
Name: Tucker H. Marshall
Title: Chief Financial Officer

SMUCKER RETAIL FOODS, INC.

By: T.H. Marshall
Name: Tucker H. Marshall
Title: Chief Financial Officer

POST BRANDS PET CARE, LLC

By 
By Diedre Gray (Apr 21, 2023 18:00 CDT)
Name: Diedre J. Gray
Title: Assistant Secretary

[Signature Page to Assignment Agreement and Bill of Sale]