

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM848086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Heart Pet, Inc.		04/28/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Post Brands Pet Care, LLC		
Street Address:	20802 Kensington Blvd., Lakeville, MN 55044		
City:	Lakeville		
State/Country:	MINNESOTA		
Postal Code:	55044		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97750253		
Serial Number:	97750254		
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:	72166-232349/232350		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/Matthew J. Himich/		
DATE SIGNED:	10/24/2023		
Total Attachments: 5			
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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

This Confirmatory Trademark Assignment Agreement (the "Confirmatory Trademark Assignment Agreement") confirms an assignment previously made pursuant to that certain Trademark Assignment Agreement, effective April 28, 2023 (the "Effective Date"), among The J. M. Smucker Company, an Ohio corporation ("Seller"), Big Heart Pet, Inc., a Delaware corporation and wholly owned Subsidiary of Seller ("Big Heart"), Ainsworth Pet Nutrition, LLC, a Delaware limited liability company and wholly owned Subsidiary of Seller ("Ainsworth"), Big Heart Pet Brands, Inc., a Delaware corporation and wholly owned Subsidiary of Seller ("BHPB"), Post Holdings, Inc., a Missouri corporation ("Parent"), and Post Brands Pet Care, LLC (formerly PCB Sub, LLC), a Delaware limited liability company and wholly owned Subsidiary of Parent ("Purchaser") and, together with Parent, the "Purchaser Parties." Seller, Big Heart, BHPB, Ainsworth, Parent, and Purchaser are each referred to as a "Party" and collectively, the "Parties." Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 8, 2023 (as amended, modified or supplemented, the "Purchase Agreement"), by and among Seller, Parent and Purchaser, Seller agreed to sell, assign, transfer and convey (or cause its wholly owned Subsidiary, such as Big Heart, Ainsworth or BHPB, as applicable, to sell, assign, transfer and convey) to Purchaser, and Purchaser agreed to purchase and acquire from Seller (or its wholly owned Subsidiary), certain trademarks, including the trademark registration and applications set forth on Schedule A hereto (the "Purchased Trademarks"), effective as of the Effective Date.

WHEREAS, the Parties wish to confirm that Big Heart has sold, assigned, transferred and conveyed to Purchaser the Purchased Trademarks, together with the goodwill symbolized thereby or associated therewith, effective as of the Effective Date.

NOW, THEREFORE, pursuant to the provisions of the Purchase Agreement and for good and valuable consideration paid by Purchaser pursuant thereto, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Big Heart confirms the previous assignment to Purchaser of, and otherwise hereby sells, assigns, transfers and conveys to Purchaser, all right, title and interest of Big Heart in and to the Purchased Trademarks as of the Effective Date, including any and all goodwill appurtenant thereto, together with the right to sue and recover damages and profits for infringement, misappropriation, or other violation of the Purchased Trademarks. Big Heart further confirms the previous sale of the portion of the business to which the Purchased Trademarks pertain, as more specifically set forth in the Purchase Agreement. The Purchased Trademarks shall be held and enjoyed by the Purchaser, as fully and entirely as the same would have been held and enjoyed by Big Heart if this assignment and transfer had not been made.

2. **Recordation.** Big Heart authorizes and requests the Commissioner for Trademarks in the U.S. Patent and Trademark Office to record and register this Confirmatory Trademark Assignment Agreement upon request by Purchaser.

3. **Subject to Purchase Agreement.** Nothing contained in this Confirmatory Trademark Assignment Agreement may be construed as a waiver of any of the rights or remedies of the Parties as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by the Parties pursuant to the Purchase Agreement. This Confirmatory Trademark Assignment Agreement is not intended to limit in any manner the terms of the Purchase Agreement nor is it intended to create any right or obligation broader (or more limited) than those specifically set forth in the Purchase

Agreement. In the event of any ambiguity or conflict between the terms of this Confirmatory Trademark Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement will govern and control.

4. **Further Assurances.** Big Heart will cause its legal representatives and assigns to, upon reasonable request and at Purchaser's expense, cooperate with Purchaser, including by executing any documents, instruments or conveyances which may be reasonably necessary to effectuate the assignment of the Purchased Trademarks hereunder.

5. **Counterparts.** This Confirmatory Trademark Assignment Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same instrument. Signatures to this Confirmatory Trademark Assignment Agreement transmitted by electronic facsimile, electronic mail in Portable Document Format or by any other electronic means intended to preserve the original graphic and pictorial appearance of the document will be deemed to be the delivery of an original counterpart of this Confirmatory Trademark Assignment Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Confirmatory Trademark Assignment Agreement as of the Effective Date.

BIG HEART PET, INC.

By: 

Name: Peter O. Farah

Title: Vice President and Assistant Secretary

IN WITNESS WHEREOF, the Parties have executed this Confirmatory Trademark Assignment Agreement as of the Effective Date.



POST BRANDS PET CARE, LLC

By: Jill Bollettieri

Name: [Signature]

Title: SVP, General Counsel

Schedule A
 ("Purchased Trademarks")

Country	Mark	Status	Application No.	Filed Date	Registration No.	Registration Date
United States of America	 Cat Design	Pending	97/750253	2023-01-11		
United States of America	 Dog Design	Pending	97/750254	2023-01-11		
Mexico	KIBBLES 'N BITS	Registered	2851233	2022-11-18	2532928	2023-04-14