

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Collar Pet Foods, Inc.		03/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nestle Purina PetCare Company		
Street Address:	Checkerboard Square		
Internal Address:	Legal IP, 9T		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63164		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2815161	BARK N BAC'N	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3149821633		
Email:	TMOoffice@purina.nestle.com		
Correspondent Name:	Pamela Miller		
Address Line 1:	Checkerboard Square		
Address Line 2:	Legal IP, 9T		
Address Line 4:	St. Louis, MISSOURI 63164		
NAME OF SUBMITTER:	Pamela Miller		
SIGNATURE:	/Pamela Miller/		
DATE SIGNED:	11/15/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of March 10, 2023 (the “Effective Date”), is made by and between Red Collar Pet Foods, Inc., a Delaware corporation, (the “Assignor”), on the one hand, and Nestlé Purina PetCare Company, a Missouri corporation (the “Assignee”), on the other hand. The Assignor and the Assignee are each referred to individually as a “Party” and together as the “Parties.” Terms capitalized but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, The Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of February 2, 2023, as amended by that certain Amendment No. 1, dated as of March 9, 2023 (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, the Assignor desires to sell, transfer, assign, convey, and deliver to the Assignee, and the Assignee desires to purchase, acquire, and accept from the Assignor, all of the Assignor’s right, title, and interest in, to, and under all of the Assignor’s registered and applied for trademarks listed on Schedule 1 hereto (the “Trademarks”), together with all goodwill associated therewith; and

WHEREAS, this Agreement will be executed in connection with the Closing under the Purchase Agreement, as required thereby.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. The Assignor hereby irrevocably sells, transfers, assigns, conveys, and delivers to the Assignee and its successors and assigns, free and clear of all liens, and the Assignee hereby purchases, acquires, and accepts from the Assignor, all of the Assignor’s right, title, and interest in, to and under the Trademarks, including all (i) common law rights and rights of priority with respect to the same, (ii) rights to collect royalties, income and proceeds in connection therewith, (iii) rights to sue and recover for past, present, and future infringement, dilution, or other violation of such Trademarks against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Assignor), (iv) the right to claim, retain and recover damages, lost profits and any other remedy in respect of the aforesaid, (v) goodwill associated therewith, and (vi) all rights that, now or hereafter, may be secured under the Laws of any jurisdiction, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1.

Section 2. Recordation. The Assignor hereby authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in

any foreign countries or multinational authorities (as applicable), record this Agreement to effectuate the Assignee as the owner of the Trademarks.

Section 3. Further Assurances. From and after the Effective Date, upon the Assignee's request, the Assignor shall (and shall cause its Affiliates to) cooperate with and use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or to cause to be done, all things necessary on the Assignor's part under applicable Laws to effect and validate the assignment of the Trademarks to the Assignee.

Section 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 5. Entire Agreement. This Agreement (including any schedules hereto) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

Section 6. Counterparts. This Agreement may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that all Parties need not sign the same counterpart.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ASSIGNOR:

Red Collar Pet Foods, Inc.

By: James Cohen
Name: James Cohen
Title: Chief Executive Officer

ASSIGNEE:

Nestlé Purina PetCare Company

DocuSigned by:
By: *William Brown*
Name: William Broun
Title: Vice President

Schedule 1

Trademarks

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
BARK N BAC'N	USA	78235178 08-APR-2003	2815161 17-FEB-2004	Registered	RED COLLAR PET FOODS, INC.

[Schedule 1 to Trademark Assignment Agreement]