

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Altera International Ltd.		11/19/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Hygain Feeds International Inc.		
Street Address:	668 Flinn Avenue, Unit 26		
City:	Moorpark		
State/Country:	CALIFORNIA		
Postal Code:	93021		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3550819	ARENUS	
Registration Number:	3550893		
Registration Number:	4698701	ASSURE	
Registration Number:	3550847	STEADFAST	
Registration Number:	4663289	ALEIRA	
Registration Number:	4861996	RELEIRA	
Registration Number:	4010361	RELEIRA	
Registration Number:	3288109	GST	
Registration Number:	3547485	TELAFIRM	
Registration Number:	5092013	SORE NO MORE	
Registration Number:	4695015	SORE NO MORE	
Registration Number:	4865541	SNM	
Registration Number:	5405445	SORE-EZE	
Registration Number:	4017016	COATPLUS	
Registration Number:	3764211	RICOCHET	
Registration Number:	5730185	THE ULTIMATE DIGESTIVE AID	
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00 3550819

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.

Phone: 3128733644
Email: uspt@polsinelli.com, jwillard@polsinelli.com
Correspondent Name: ADAM S. WEISS
Address Line 1: PO Box 140310
Address Line 4: Kansas City, MISSOURI 64114-0310

ATTORNEY DOCKET NUMBER:	074408-482111
NAME OF SUBMITTER:	Joy Willard, Paralegal
SIGNATURE:	/Joy Willard/
DATE SIGNED:	01/15/2024

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and delivered as of November 19, 2021, by and among Altera International Ltd., d/b/a Arenus Animal Health of Fort Collins, a Colorado limited liability company, with a place of business at 3021 West County Road 64, Fort Collins, CO 80524 (“**Assignor**”), and Hygain Feeds International Inc., a Delaware corporation, with a place of business at Unit 26, 668 Flinn Avenue, Moorpark, California 93021 (“**Assignee**”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement made and entered into as of November 15, 2021 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Purchased Assets;

WHEREAS, the execution and delivery of this Agreement is required by Section 2.01 and Section 3.02(a)(iii) of the Purchase Agreement, pursuant to which Assignor will irrevocably sell, transfer, assign, convey and deliver to Assignee the Intellectual Property Assets, including all Trademarks owned by, purported to be owned by or registered in the name of Seller and all goodwill associated with any of the foregoing (collectively, the “**Assigned Trademarks**”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignee and Assignor do hereby agree as follows:

1. **Assignment.** Subject to the terms and conditions of the Purchase Agreement, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, and Assignee hereby does purchase, acquire and accept from Assignor, all right, title and interest in and to the Assigned Trademarks free and clear of all claims and Encumbrances, including without limitation: (i) the U.S. registrations identified on Exhibit A attached hereto and all other applications and registrations for the Assigned Trademarks; (ii) all common law rights in and to the Assigned Trademarks; and (iii) all privileges relating to the Assigned Trademarks, including without limitation all rights to sue and recover damages for past, present and future infringement, to obtain injunctive or other equitable relief and to collect royalties and other payments under or on account of any of the Assigned Trademarks.

2. **Recordation.** Assignor does hereby request and authorize the Commissioner of Patents and Trademarks of the United States of America and all other corresponding trademark offices or authorities of other jurisdictions to record Assignee as the assignee and owner each of the Assigned Trademarks.

3. **Further Assurances.** Assignor agrees to execute all specific assignments, oaths, declarations, deeds or other instruments, and to do all acts necessary, proper or advisable, in each case, that are reasonably requested by Assignee or its authorized representatives to effectuate the purposes of this Agreement, including, without limitation, (a) to effect, evidence or perfect the assignment and transfer to Assignee (or its nominee, assignee or successor) of the Assigned Trademarks free and clear of claims and Encumbrances, and (b) to vest and confirm in Assignee (or its nominee, assignee or successor) the legal title and full right and interest in and to all Assigned Trademarks. Without limiting the foregoing, Assignor hereby constitutes and appoints Assignee and Assignee’s authorized

representatives, or any one of them acting singly and with full power of substitution, as Assignor's true and lawful attorney-in-fact to take such actions and execute and deliver such documents and instruments on behalf of and in the name of Assignor as reasonably determined by Assignee to be necessary, proper or advisable to effectuate the purposes of this Agreement, including, without limitation, the actions described in this Section 3.

4. **Terms of the Purchase Agreement.** Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Agreement in accordance with and subject to all of the terms and provisions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it limit any of the rights or remedies available to Assignor or Assignee under the Purchase Agreement.

5. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Colorado, without giving effect to the principles of conflicts of laws. The remaining provisions of Section 10.10 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) of the Purchase Agreement are incorporated herein by reference *mutatis mutandis* as if set forth herein.

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first set forth above.

ASSIGNOR

ALTERA INTERNATIONAL LTD.

By: [Signature]
Name: Jay Altman
Title: CEO

NOTARY ACKNOWLEDGMENT

State of Colorado
County of Garfield

Before me, Jennifer A. Roley, on this day personally appeared Jay Altman, known to me or proved to me on this basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of November 2021.

JENNIFER A. ROLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944009483
MY COMMISSION EXPIRES 11/09/2024

[Signature]
Signature

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first set forth above.

ASSIGNEE

HYGAIN FEEDS INTERNATIONAL INC.

By: [Signature]

Name: KEVIN BARCEIRA

Title: CEO

NOTARY ACKNOWLEDGMENT

State of Colorado

County of Jarama

Before me, Kevin Barceira, on this day personally appeared Jennifer A. Roley, known to me or proved to me on this basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of November 2021.

JENNIFER A. ROLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944009483
MY COMMISSION EXPIRES 11/09/2024

[Signature]
Signature

SCHEDULE A
ASSIGNED TRADEMARKS

	Reg Number	Registration Date	Next Action Deadline	Action	Comments
NOTE: Not all Registered Marks have been Maintained and Some in Other Countries may be Lapsed and may never had transfer from Novus International Completed- See Separate supplied Worksheet for latest updated information where available - Some US Marks registered to Altera are not part of current operations and were sold to Natural Selection Products, although not yet transferred. Those Marks are not listed here.					
USA					
Arenus	3550819	2008-12-23	2018-12-23	10 year	
Arenus Logo Design Mark	3550893	2008-12-23	2018-12-23	10 year	
Assure	4698701	2015-03-10	2025-03-10	10 year	
Steadfast	3550847	2008-12-23	2028-12-26	10 year	
Aleira	4663289	2014-12-30	2024-12-30	10 year	
Releira - Expanded Registration	4861996	2015-12-01	2021-12-01	6 year	Section 8 Filed October 10 2021 - Awaiting Approval
Releira - Original Registration	4010361	2011-08-09	2021-08-09	10 year	Section 8&9 Filed June 2021 - Awaiting Approved
GST	3288109	2007-09-04	2027-09-07	10 year	
Telaform	3547485	2008-12-16	2028-12-18	10 year	
Sore No More - Expanded Registration	5092013	2016-11-29	2022-11-29	6 year	
Sore No More - Original Registration	4695015	2015-03-03	2025-03-03	10 year	
SNM	4865541	2015-12-08	2021-12-08	6 year	Last Date to File without Penalty - Do we need in US?
Sore-Eze	5405445	2018-02-20	2024-02-20	6 year	
Coat Plus	4017016	2011-08-23	2021-08-23	10 year	Planning to Allow to lapse - Canine Product not in Production & Name not Good
Ricochet	3764211	2010-03-23	2030-03-25	10 year	
The Ultimate Digestive Aid - Supplement Register	5730185	2019-04-19	2025-04-16	10 year	Can apply for Principle Register at some point - Can Use Registered Mark Now
Canada					
Arenus	TMA765378	2010-04-30	2025-04-30	Expire Date	Registration with Novus - Transfer in Process
Arenus Logo Design Mark	TMA765551	2010-04-30	2025-04-30	Expire Date	Registration with Novus - Transfer in Process

Secure	TMA972612	2017-06-05	2032-06-05	Expire Date	Registration with Novus - Transfer in Process
Steadfast	TMA813426	2011-12-06	2025-12-06	Expire Date	Registration with Novus - Transfer in Process
Mexico					
Assure					Still registered to Novus International - Potentially Dead
Assure Plus					Still registered to Novus International - Potentially Dead
Steadfast					Still registered to Novus International - Potentially Dead
EU (UK)					
Arenus	008303323	12/01/2009	2029-05-15	10 year	
Arenus Logo Design Mark	008303364	12/01/2009	2029-05-15	10 year	
Steadfast	008303406	12/03/2009	2029-05-15	10 year	
Telaform	008303431	12/01/2009	2029-05-15	10 year	
Argentina					
Assure					Still registered to Novus International - Potentially Dead
Steadfast					Still registered to Novus International - Potentially Dead
China					
Arenus					Still registered to Novus International - Potentially Dead
Arenus Logo Design Mark					Still registered to Novus International - Potentially Dead
Steadfast					Still registered to Novus International - Potentially Dead
Taiwan					
Assure					Still registered to Novus International - Potentially Dead
Coat Plus					Still registered to Novus International - Potentially Dead
India					
Arenus					Still registered to Novus International - Potentially Dead
Arenus Logo Design Mark					Still registered to Novus International - Potentially Dead
Steadfast					Still registered to Novus International - Potentially Dead