

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM18191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNG Bravo Pet Foods, LLC		01/31/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BNG Miracle Pet, LLC		
Street Address:	2425 West Dorothy Lane		
City:	Moraine		
State/Country:	OHIO		
Postal Code:	45439		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5846608	MAKING HEALTHY HAPPEN	
Registration Number:	4955530	CANINE CAFE	
Registration Number:	4955531	FELINE CAFE	
Registration Number:	4901292	BAG-O-BONES	
Registration Number:	5034436	BONUS BITES	
Registration Number:	4740364	HOMESTYLE COMPLETE	
Registration Number:	4580835	BAG-O-CHEWS	
Registration Number:	3971816	BRAVO!	
Registration Number:	3269610	BRAVO! THE DIET DESIGNED BY NATURE	
Registration Number:	2305176	BRAVO	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622272		
Email:	carrie.rosenburg@kirkland.com		
Correspondent Name:	Carrie Rosenburg		
Address Line 1:	Kirkland and Ellis		
Address Line 2:	300 N LaSalle		

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Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	49856-1
NAME OF SUBMITTER:	Carrie Rosenburg
SIGNATURE:	Carrie Rosenburg
DATE SIGNED:	02/06/2024
Total Attachments: 4 source=BNG Bravo Pet Foods Trademark Assignment (Executed)_(104601145_2)#page1.tif source=BNG Bravo Pet Foods Trademark Assignment (Executed)_(104601145_2)#page2.tif source=BNG Bravo Pet Foods Trademark Assignment (Executed)_(104601145_2)#page3.tif source=BNG Bravo Pet Foods Trademark Assignment (Executed)_(104601145_2)#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of January 31, 2024 (“Effective Date”), by and between BNG Bravo Pet Foods, LLC, a Delaware limited liability company (“Assignor”), and BNG Miracle Pet, LLC, a Delaware limited liability company (“Assignee”). Each Assignor and Assignee may be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith (collectively, the “Marks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Assignment hereby agree as follows:

Section 1. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, and Assignee hereby acquires and accepts from Assignor, Assignor’s entire ownership, right, title and interest in and to the Marks, including all associated and ancillary rights with respect to the Marks and all goodwill and rights associated with and symbolized by the applicable Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with the rights to (a) all income, royalties, fees, damages, payments, and other proceeds due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, (b) bring actions, defend against or otherwise recover for past, present or future infringement or other unauthorized use of the Marks, (c) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof in any jurisdiction, (d) grant licenses or other interests therein, and (e) all common law rights associated with the Marks.

Section 2. Consideration. As consideration in full, Assignee hereby waives any and all claims it has, or may have in the future, against Assignor arising from, relating to or with respect to the Marks.

Section 3. Acknowledgement. The Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, the Assignee shall be the exclusive owner of the Marks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Section 3. Further Assurances. From time to time, pursuant to Assignee’s request, and without further consideration by Assignee, Assignor shall, and shall cause their respective

affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases, acquittances, instruments and documents of conveyance and transfer or assumption, and take such other actions and shall execute and deliver such other documents, certifications and further assurances, in each case as may be necessary or appropriate to make effective the Assignment or enable Assignee (at Assignee's expense) to record its ownership of the Marks in relevant trademark offices.

Section 4. Successors and Assigns. This Assignment is binding on and inures to the benefit of the Parties and their respective successors and assigns.

Section 5. Severability. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 6. Amendments and Waivers. This Assignment may not be amended except by an instrument in writing signed by each Party. By an instrument in writing, Assignor, on the one hand, or Assignee, on the other hand, may waive compliance by the other with any term or provision of this Assignment that the other Party was or is obligated to comply with or perform. Such waiver or failure to insist on strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of compliance.


Section 7. Governing Law. This Assignment is for the benefit of the Parties, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

Section 8. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings relating to such subject matter.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.


BNG BRAVO PET FOODS, LLC



Name: Michael Krueger

Title: Chief Financial Officer

BNG MIRACLE PET, LLC



Name: Michael Krueger

Title: Chief Financial Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Owner
MAKING HEALTHY HAPPEN	5846608	8/27/19	BNG Bravo Pet Foods, LLC
CANINE CAFE	4955530	5/10/16	BNG Bravo Pet Foods, LLC
FELINE CAFE	4955531	5/10/16	BNG Bravo Pet Foods, LLC
BAG-O-BONES	4901292	2/16/16	BNG Bravo Pet Foods, LLC
BONUS BITES	5034436	9/06/16	BNG Bravo Pet Foods, LLC
HOMESTYLE COMPLETE	4740364	5/19/15	BNG Bravo Pet Foods, LLC
BAG-O-CHEWS	4580835	8/05/14	BNG Bravo Pet Foods, LLC
BRAVO!	3971816	5/31/11	BNG Bravo Pet Foods, LLC
BRAVO! THE DIET DESIGNED BY NATURE	3269610	7/24/07	BNG Bravo Pet Foods, LLC
BRAVO	2305176	1/04/00	BNG Bravo Pet Foods, LLC