OP \$40.00 2617059

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM485055

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|-------------------------|
| Redbarn Pet Products, Inc. | | 04/15/2012 | Corporation: CALIFORNIA |

RECEIVING PARTY DATA

| Name: | Redbarn Pet Products, LLC | |
|-----------------|-----------------------------------|--|
| Street Address: | 3229 E. Spring Street, Suite 310 | |
| City: | Long Beach | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 90806 | |
| Entity Type: | Limited Liability Company: KANSAS | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2617059 | REDBARN |

CORRESPONDENCE DATA

Fax Number: 2026725399

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: 202-672-5300

Email: IPDocketing@foley.com
Correspondent Name: Katherine P. Califa
Address Line 1: Foley & Lardner LLP

Address Line 2: 3000 K Street, N.W., Sixth Floor

Address Line 4: Washington, D.C. 20007

| NAME OF SUBMITTER: | Katherine P. Califa |
|--------------------|-----------------------|
| SIGNATURE: | /Katherine P. Califa/ |
| DATE SIGNED: | 08/07/2018 |

Total Attachments: 1

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TRADEMARK REEL: 006406 FRAME: 0881

ASSIGNMENT OF TRADEMARK

Redbarn Pet Products, Inc., a California corporation (hereinafter "ASSIGNOR") is the owner of the trademark REDBARN (the "Mark"), which is presently registered in the United States Patent and Trademark Office as follows:

Registration No.:

2617059

Date of Registration: 9/10/2002

Redbarn Pet Products, LLC, a Kansas Limited Liability Company (hereinafter, ASSIGNEE") desires to acquire all right, title and interest, the goodwill symbolized by the trademark and the registration of the trademark.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors, and assigns, the Mark, and any and all right, title, and interest whatsoever, worldwide, in said Mark, along with the registrations together with the goodwill symbolized by the Mark throughout the United States along with the right to recover damages and profits for past infringements of the Mark.

ASSIGNOR warrants that it is the legal owner of all right, title and interest in the Mark, that the Mark has not been otherwise previously pledged, assigned, or encumbered and that this assignment does not infringe on the rights of any other person.

ASSIGNOR agrees to cooperate with ASSIGNEE to execute and deliver all papers. instruments and assignments as may be necessary to vest all right, title and interest in and to the trademark, including without limitation recordation with the United States Patent and Trademark Office. ASSIGNOR hereby grants the firm of HENDERSON HUMPHREY L.P., the power to insert on this assignment any further identification which may be becessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this assignment.

ASSIGNOR:

REDBARN PET PRODUCTS, INC.,

415/12

Howard Bloxam

lis:

Co-President

ASSIGNEE:

REDBARN PET PRODUCTS, LLC

Its: Manager

TRADEMARK REEL: 006406 FRAME: 0882

RECORDED: 08/07/2018