

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rocking S. Inc.		09/28/2018	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	Manna Pro Products, LLC		
Street Address:	707 Spirit 40 Park Drive		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63005		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2793829	CETYL M	
CORRESPONDENCE DATA			
Fax Number:	3146122323		
<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:	3146215070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Armstrong Teasdale LLP		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	Saint Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	3409-861		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	10/02/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of September 28, 2018 (this "Assignment"), is made and entered into by and among Rocking S. Inc., a Nebraska corporation (the "Assignor"), and Manna Pro Products, LLC, a Missouri limited liability company (the "Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor desires to transfer and assign all right, title and interest in and to the Intellectual Property, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same. As used herein, "Intellectual Property" means (i) all trademarks, service marks, trade dress, logos, domain names, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including without limitation, the trademark set forth in Exhibit A hereto; (ii) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (iv) all trade secrets and confidential business information; (v) all computer software (including data and related documentation); (vi) all other proprietary rights; and (vii) all copies and tangible embodiments thereof (in whatever form or medium); *provided, however*, that with respect to clauses (ii) through and including (vii), Intellectual Property shall only include such items that are use or useable in connection with the business of manufacturing, distributing, selling or marketing animal care products.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Intellectual Property, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Intellectual Property, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Intellectual Property herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Intellectual Property from Assignor to

Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Intellectual Property as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Intellectual Property cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Intellectual Property) unassignable Intellectual Property or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Intellectual Property. In the event any such unassignable Intellectual Property subsequently become assignable, Assignor shall promptly take all necessary action to assign such Intellectual Property to Assignee, upon request thereof by Assignor.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign patents, trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Intellectual Property and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Intellectual Property as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law. The law of the State of Texas shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas.

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a

part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

13. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

(signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

ASSIGNOR:

ROCKING S INC.

By: *Dori Simonton*
Dori Simonton, President

ASSIGNEE:

MANNA PRO PRODUCTS, LLC

By: _____
Roger Cagle
Executive Vice President of Business
Development

(Signature Page -- IP Assignment)

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

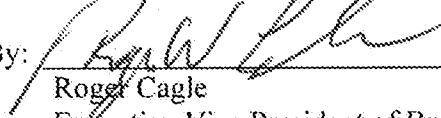
ASSIGNOR:

ROCKING S. INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

MANNA PRO PRODUCTS, LLC

By:  _____
Roger Cagle
Executive Vice President of Business
Development

(Signature Page -- IP Assignment)

TRADEMARK
REEL: 006447 FRAME: 0581

EXHIBIT A

U.S. Trademarks:

Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
CETYL M	Registered	76398958 April 22, 2002	2793829 December 16, 2003	Rocking S. Inc.	005 Dietary supplement for animals for treatment of joint problems

(Signature Page – IP Assignment)