

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RPG Bags, LLC		05/31/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Manna Pro Products, LLC		
Street Address:	707 Spirit 40 Park Drive		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63005		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87931262	BAC BLOCK'R	
Serial Number:	75054213	BAGS ON BOARD	
Serial Number:	85318332	BAGS ON BOARD	
Serial Number:	85608163	BAGS ON BOARD	
Serial Number:	85352064	BAGS ON BOARD	
Serial Number:	85608158	BAGS ON BOARD	
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:	3409.958		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	06/24/2019		

CH \$165.00 87931262

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of May 31, 2019 (this “Assignment”), is made and entered into by and among RPG Bags, LLC, a Texas limited liability company with an address at 4501 Rock Quarry Road, Dallas, Texas 75211 (the “Assignor”), and Manna Pro Products, LLC, a Missouri limited liability company with an address at 707 Spirit 40 Park Drive, Chesterfield, Missouri 63005 (the “Assignee”). Assignor and Assignee are sometimes herein referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, Assignor and Assignee are parties to the Equity and Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), among NCH Corporation, a Delaware corporation (both individually and as Seller Representative (“NCH”), NCH UK Holdco Limited, a private limited company incorporated in England and Wales with registered number 12016565 (“UK Seller”), Assignor, VB Holding, LLC, a Texas limited liability company (“VBH” and each of VBH, NCH, UK Seller and Assignor, a “Seller” and collectively, the “Sellers”), and Assignee; and

WHEREAS, in connection with the consummation of the Purchase Agreement, Assignor desires to assign all right, title and interest in and to the intellectual property set forth in Exhibit A hereto (the “Intellectual Property”), together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

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 Delaware 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 Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

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. Purchase Agreement. Nothing in this Assignment shall alter any liability or obligation of Assignor, Assignee or any Seller arising under the Purchase Agreement, which shall govern the representations, warranties, and obligations of the parties thereto with respect to the Intellectual Property. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, then the terms of the Purchase Agreement shall control.

14. 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.

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

[Signature pages follow.]

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

ASSIGNOR: RPG BAGS, LLC

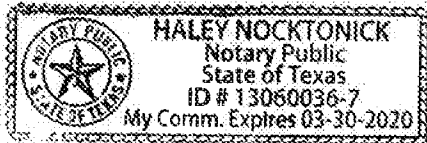
By: [Signature]
Name: Christopher T. Sortwell
Title: Chief Financial Officer and Manager

ATTEST:

CERTIFICATE OF ACKNOWLEDGEMENT

I, Haley Nocktonick a Notary Public in and for Dallas County do hereby certify that Christopher T. Sortwell personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified limited liability company, RPG Bags, LLC, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 30 day of May, 2019.



Haley Nocktonick
Notary Public

My Commission Expires: 3/30/2020

ASSIGNEE:

MANNA PRO PRODUCTS, LLC

By: [Signature]
Name: Roger Cagle
Title: Executive Vice President of
Business Development

ATTEST:

CERTIFICATE OF ACKNOWLEDGEMENT

I, Codie Ethier, a Notary Public in and for Saint Louis County, Missouri do hereby certify that Roger Cagle, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified company, Manna Pro Products, LLC, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 29 day of May, 2019.

[Signature]

Notary Public

My Commission Expires: April 27, 2023

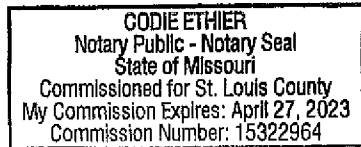






EXHIBIT A

Registered Trademarks and Pending Applications:

Owner	COUNTRY NAME	MARK	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
RPG Bags, LLC	Australia	BAGS ON BOARD	Registered	1089461	12/6/05	1089461	12/6/05
RPG Bags, LLC	Canada	BAC BLOCK'R	Pending	1900491	5/23/18		
RPG Bags, LLC	Canada	BAGS ON BOARD	Registered	1579490	5/28/12	863224	10/22/13
RPG Bags, LLC	Canada	BAGS ON BOARD & Design 	Registered	1579491	5/28/12	863226	10/22/13
RPG Bags, LLC	China	BAGS ON BOARD & Design 	Pending	31886456	6/28/18		
RPG Bags, LLC	European Union	BAC BLOCK'R	Registered	17904934	5/23/18	17904934	11/2/18
RPG Bags, LLC	European Union	BAGS ON BOARD	Registered	2696250	5/14/02	2696250	7/31/03
RPG Bags, LLC	Japan	BAGS ON BOARD	Registered	2015022735	3/12/15	5783073	7/31/15
RPG Bags, LLC	Singapore	BAGS ON BOARD	Registered	40201501851T	2/2/15	40201501851T	2/2/15
RPG Bags, LLC	United States of America	BAC BLOCK'R	Pending	87/931262	5/22/18		
RPG Bags, LLC	United States of America	BAGS ON BOARD	Registered	75054213	2/6/96	2104101	10/7/97
RPG Bags, LLC	United States of America	BAGS ON BOARD	Registered	85318332	5/11/11	4070718	12/13/11
RPG Bags, LLC	United States of America	BAGS ON BOARD	Registered	85608163	4/25/12	4356513	6/25/13
RPG Bags, LLC	United States of America	BAGS ON BOARD & Design 	Registered	85352064	6/21/11	4266545	1/1/13

Owner	COUNTRY NAME	MARK	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
RPG Bags, LLC	United States of America	BAGS ON BOARD & Design 	Registered	85608158	4/25/12	4356511	6/25/13

Common Law Trademarks:

BAGS ON BOARD
Cushy Dispenser
Enjoy the Freedom of the Outdoors Responsibly
2X Thicker than Standard Bags
Triple Berry
Ocean Breeze
Odor Eliminating Technology
Anti-Yuck Protection
Hand Armor Pull & Go Drawer Pack

Social Media:

Bags on Board

- Facebook: <https://www.facebook.com/BagsOnBoard/>
- Instagram: @bags.on.board
- Twitter: @bagsonboard

Patents:

Owner	TITLE	COUNTRY	STATUS ¹	APP. NO.	APP. DATE	REG. NO.	REG. DATE
RPG Bags, LLC	Animal Litter Bag Dispenser	United States of America	Issued	29222149	Jan 25, 2005	D522289	Jun 6, 2006
RPG Bags,	Bag Dispenser	United States of America	Issued	29167224	Sep 10, 2002	D480243	Oct 7, 2003

¹ This Assignment will not be recorded against abandoned, expired, or lapsed patents or patent applications.

Owner	TITLE	COUNTRY	STATUS ¹	APP. NO.	APP. DATE	REG. NO.	REG. DATE
LLC							
RPG Bags, LLC	Bag Dispenser	United States of America	Issued	29212747	Sep 7, 2004	D522286	Jun 6, 2006
RPG Bags, LLC	Bag Dispenser	United States of America	Issued	29218911	Dec 8, 2004	D521780	May 30, 2006
RPG Bags, LLC	Bag Dispenser	United States of America	Issued	29218930	Dec 8, 2004	D522287	Jun 6, 2006
RPG Bags, LLC	Bag Dispenser	United States of America	Issued	29218941	Dec 8, 2004	D522288	Jun 6, 2006
RPG Bags, LLC	Bag Dispenser	United States of America	Issued	29218942	Dec 8, 2004	D523670	Jun 27, 2006
RPG Bags, LLC	Bag Dispenser	United States of America	Issued	29218943	Dec 8, 2004	D523671	Jun 27, 2006
RPG Bags, LLC	Bag Dispenser	United States of America	Issued	29218979	Dec 8, 2004	D522783	Jun 13, 2006
RPG Bags, LLC	Bag Dispenser	United States of America	Issued	29218982	Dec 8, 2004	D521782	May 30, 2006
RPG Bags, LLC	Bag Dispenser	United States of America	Issued	29231407	Jun 2, 2005	D522291	Jun 6, 2006
RPG Bags, LLC	Bag Dispenser	United States of America	Issued	29253947	Feb 14, 2006	D550996	Sep 18, 2007
RPG Bags, LLC	Bag Dispenser	United States of America	Issued	29253949	Feb 14, 2006	D550997	Sep 18, 2007
RPG Bags, LLC	Bag Dispenser and Packaging	United States of America	Issued	29218958	Dec 8, 2004	D521781	May 30, 2006
RPG Bags, LLC	Bag Dispenser Attachable to a Leash Having Lighting Mechanism and Optional Scoop	United States of America	Issued	11164221	Nov 15, 2005	7410197	Aug 12, 2008
RPG Bags, LLC	Bag Dispenser for Pet Refuse	United States of America	Issued	29192828	Oct 29, 2003	D498955	Nov 30, 2004
RPG Bags, LLC	Bag Dispenser for Pet Refuse	United States of America	Issued	29216411	Nov 1, 2004	D543743	Jun 5, 2007

Owner	TITLE	COUNTRY	STATUS ¹	APP. NO.	APP. DATE	REG. NO.	REG. DATE
RPG Bags, LLC	Combined Pet Litter Scoop with Bag Dispenser Integrated Into Handle	United States of America	Issued	29170969	Nov 13, 2002	D485025	Jan 6, 2004
RPG Bags, LLC	Composition, System and Method for Treating Stains & Odors	United States of America	Pending	62798246	Jan 29, 2019		
RPG Bags, LLC	Composition, System and Method for Treating Stains & Odors	United States of America	Expired	62622519	Jan 26, 2018		
RPG Bags, LLC	Housing for Bag Dispenser	United States of America	Issued	29216391	Nov 1, 2004	D521778	May 30, 2006
RPG Bags, LLC	Housing for Bag Dispenser	United States of America	Issued	29253984	Feb 14, 2006	D550998	Sep 18, 2007
RPG Bags, LLC	Packaging for a Bag Dispenser	United States of America	Issued	29222829	Feb 3, 2005	D549099	Aug 21, 2007
RPG Bags, LLC	Two Head Cleaning Apparatus	United States of America	Issued	29490456	May 9, 2014	D770713	Nov 1, 2016
RPG Bags, LLC	Wall or Post Mounted Bag Dispenser	United States of America	Issued	29247925	Jul 20, 2006	D568653	May 13, 2008
RPG Bags, LLC	Wall or Post Mounted Bag Dispenser	United States of America	Issued	29247926	Jul 20, 2006	D568654	May 13, 2008
RPG Bags, LLC	Bag Dispenser with Associated Scooper	United States of America	Abandoned	11050029	Feb. 2, 2005		
RPG Bags, LLC	Spool-Supported Bag Dispenser	United States of America	Expired	11007426	Dec. 7, 2004	7992753B2	Aug. 9, 2011
RPG Bags, LLC	Leash Assembly with Bag Roll in Handle	United States of America	Expired	11007538	Dec. 7, 2004	7194982B2	Mar. 27, 2007
RPG Bags, LLC	Leash Assembly having Pet Refuse Bag Dispenser Mechanism	United States of America	Issued	09387805	Sep. 1, 1999	6223695B1	May 1, 2001

Owner	TITLE	COUNTRY	STATUS¹	APP. NO.	APP. DATE	REG. NO.	REG. DATE
RPG Bags, LLC	Leash Assembly Having Pet Refuse Gag Dispenser	Canada	Issued	2344330	Sep. 1, 1999	2344330C	Jan. 30, 2007
RPG Bags, LLC	Pet Refuse Disposal System	Canada	Issued	2261407A	Feb. 8, 1999	2261407C	Jan. 9, 2007
RPG Bags, LLC	Leash Assembly Having Pet Refuse Bag Dispenser Mechanism	International (PCT)	Expired	1999US20117A	Sept. 1, 1999		
RPG Bags, LLC	Leash Assembly Having Pet Refuse Bag Dispenser	Portugal	Lapsed	945424T	Sept. 1, 1999	1111990E	Apr. 30, 2007
RPG Bags, LLC	Leash Assembly Having Pet Refuse Bag Dispenser	Germany	Lapsed	69934806A	Sept. 1, 1999	69934806T2	Oct. 11, 2007
RPG Bags, LLC	Leash Assembly Having Pet Refuse Bag Dispenser	Australia	Abandoned	199958025A	Sept. 1, 1999		
RPG Bags, LLC	Leash Assembly Having Pet Refuse Bag Dispenser	European Patent Office	Lapsed	1999945424A	Sept. 1, 1999		
RPG Bags, LLC	Leash Assembly Having Pet Refuse Bag Dispenser	Great Britain	Lapsed	1999945424A	Sept. 1, 1999	1111990B1	Jan. 10, 2007
RPG Bags, LLC	Leash Assembly Having Pet Refuse Bag Dispenser	Denmark	Lapsed	1999945424T	Sept. 1, 1999	1111990T3	Jan. 10, 2007
RPG Bags, LLC	Leash Assembly Having Pet Refuse Bag Dispenser	Spain	Lapsed	1999945424T	Sept. 1, 1999	2281187T3	Sept. 16, 2007
RPG Bags, LLC	Leash Assembly Having Pet Refuse Bag Dispenser	Japan	Abandoned	2000569632A	Sept. 1, 1999		
RPG Bags, LLC	Bag Dispenser with Associated Scooper	International (PCT)	Expired	2005US7371A	Mar. 2, 2005		
RPG Bags, LLC	Bag Dispenser with Associated Scooper	European Patent Office	Abandoned	2006719000A	Jan. 19, 2006		

Owner	TITLE	COUNTRY	STATUS¹	APP. NO.	APP. DATE	REG. NO.	REG. DATE
RPG Bags, LLC	Bag Dispenser	Canada	Issued	114686F	Feb. 21, 2006	114686S	May 28, 2007
RPG Bags, LLC	Bag Dispenser	Canada	Issued	114692F	Feb. 21, 2006	114692S	Jul. 30, 2007
RPG Bags, LLC	Bag Dispenser for Pet Refuse	Canada	Issued	108846F	Nov. 3, 2004	108846S	Feb. 28, 2006
RPG Bags, LLC	Bag Dispenser	Canada	Issued	114671F	Feb. 21, 2006	114671S	Dec. 11, 2007