

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VB Holding, 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: 2			
Property Type	Number	Word Mark	
Serial Number:	75393425	VETERINARIAN'S BEST	
Serial Number:	77665687	VET'S BEST	
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		
Address Line 2:	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		
Total Attachments: 7			
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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 VB Holding, LLC, a Texas limited liability company with an address at 6N Legal, 2727 Chemsearch Blvd., Irving, Texas 75062 (the "Assignor"), and Manna Pro Products, LLC, a Missouri limited liability company having 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, RPG Bags, LLC, a Texas limited liability company ("RPG Bags" and each of RPG Bags, 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: VB HOLDING, LLC

By *Christopher T. Sirtwell*

Name: Christopher T. Sirtwell

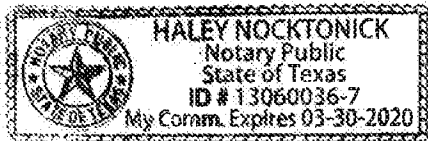
Title: Chief Financial Officer

ATTEST:

CERTIFICATE OF ACKNOWLEDGEMENT

I, Haley Nocktonick, a Notary Public in and for Dallas County do hereby certify that Christopher T. Sirtwell 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, VB Holding, 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

[Signature Page 1 of 2 to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006676 FRAME: 0695

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

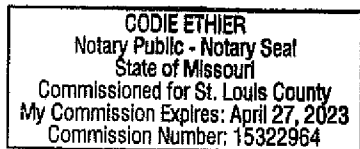


EXHIBIT A

Registered Trademarks and Pending Applications:

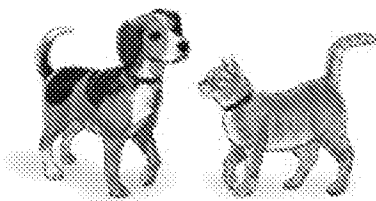
MARK	COUNTRY NAME	OWNER	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
VETERINARIAN'S BEST	United States of America	VB Holding, LLC	Registered	75393425	Nov 20, 1997	2255051	Jun 22, 1999
VET'S BEST	United States of America	VB Holding, LLC	Registered	77665687	Feb 7, 2009	3894517	Dec 21, 2010
VET'S BEST & Design VET'S ♦ BEST	Canada	VB Holding, LLC	Pending	1804152	Oct 11, 2016		
VET'S BEST & Design VET'S ♦ BEST	European Union	VB Holding, LLC	Pending	17921620	Jun 22, 2018		

Common Law Trademarks:

VET'S BEST
Plant-Based Formula
Vet Quality Solutions Inspired by Nature
Proven Effective Formula
2X Flea Killing Effectiveness
Veterinarian Formulated
Advanced Hip and Joint Soft Chews
Proactive Hip and Joint Soft Chews
Vet's Best Flea and Tick Protection for pet, home and yard
Infused with

Ocean Kelp
Dog Approved Taste

Copyrights:

Name of the Owner of the copyrighted work and the Work type :	Brent Hale, Illustrator; Commissioned work
A brief description of the work, such as the purpose and descriptions of the work, creation process, etc.:	Illustration of dog and cat for Vet's Best logo 
The date and place where the work was completed:	Brent Hale Illustration and Design 3870 Broadmoore Ct. Tyler TX 75707 Completed September 2014

Social Media:

Vet's Best

- Facebook: <https://www.facebook.com/Vets-Best-831310500552149/>
- Instagram: @vets_best
- Twitter: @vetsbest