

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589415

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900555614
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRUPET LLC		05/06/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Better Choice Company Inc.
<b>Street Address:</b>	4025 Tampa Road
<b>Internal Address:</b>	Suite 1117
<b>City:</b>	Oldsmar
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	34677
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
<b>Serial Number:</b>	87477430	LOVE YOUR CAT'S LIFE
<b>Serial Number:</b>	88019104	TRUGOLD
<b>Serial Number:</b>	88083074	WE DIDN'T INVENT DOG FOOD ... WE JUST MA
<b>Serial Number:</b>	88083111	WE DIDN'T INVENT CAT FOOD ... WE JUST MA
<b>Registration Number:</b>	4540604	TRUDOG
<b>Registration Number:</b>	4625980	TRUPET
<b>Registration Number:</b>	4676118	WHAT WOULD LOVE DO
<b>Registration Number:</b>	4685423	LOVE YOUR DOG'S LIFE
<b>Registration Number:</b>	4706812	LICKIES
<b>Registration Number:</b>	4827463	GOOD TO THE LAST LICK
<b>Registration Number:</b>	4892565	TRUPET
<b>Registration Number:</b>	4928040	TRUCAT
<b>Registration Number:</b>	5050013	RAWGO
<b>Registration Number:</b>	5082521	LOVE THEM LONGER
<b>Registration Number:</b>	4346420	ORAPUP
<b>Registration Number:</b>	5280904	KEEP YOUR BEST FRIEND FIT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5423612	KEEPING IT REAL
Registration Number:	5428949	IT'S BETTER
Registration Number:	5693690	LOVE YOUR CAT'S LIFE

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 5136299481  
**Email:** saondrejka@strausstroy.com  
**Correspondent Name:** Sharon A. Ondrejka  
**Address Line 1:** 150 East Fourth Street  
**Address Line 2:** Strauss Troy, Federal Reserve Bldg.  
**Address Line 4:** Cincinnati, OHIO 45202

<b>NAME OF SUBMITTER:</b>	Sharon A. Ondrejka
<b>SIGNATURE:</b>	/sharon a ondrejka/
<b>DATE SIGNED:</b>	07/30/2020

**Total Attachments: 8**

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source=July 14, 2020 Notice of Non-Recordation of Assignment from USPTO#page1.tif

**INTELLECTUAL PROPERTY**  
**ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Assignment”) is made and entered into to be effective as of May 6, 2019 (the “Effective Date”) from **TruPet, LLC**, a Delaware limited liability company (the “Assignor”), to **Better Choice Company, Inc.**, a Delaware corporation (the “Assignee”).

WHEREAS, Assignor is the owner of record for the trademarks registered with the United States Patent and Trademark Office and listed on Exhibit A, attached hereto and incorporated herein by reference (the “Trademarks”);

WHEREAS, Assignor obtained the Trademarks by operation of state law as the successor entity to TruPet, LLC, an Ohio limited liability, which converted from an Ohio limited liability company to a Delaware limited liability pursuant to a Certificate of Conversion effective as of December 21, 2018; and

WHEREAS, Assignor is assigning to Assignee all right, title and interest of Assignor in and to the Trademarks.

NOW, THEREFORE in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. As of the Effective Date, Assignor does hereby irrevocably transfer, assign, convey and deliver unto the Assignee, its successors and assigns, all of Assignor’s entire world-wide right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used or will be used, free and clear of all liens, claims, and encumbrances, including without limitation:

a. any and all inventions, ideas, methods, processes, concepts, designs, technology, know-how and proprietary information, whether patentable or subject to trade secret protection, or not, and the right to pursue any patent applications thereon, relating to the Trademarks;

b. any and all copyrights of the Assignor, any registrations and applications relating thereto, and any renewals and extensions thereof, including without limitation works of authorship, masterworks, schematics, computer software, and software code, relating to the Trademarks;

c. any and all documents and documentation (whether in written or electronic form) related to, containing or used in the development of the Trademarks;

d. any and all causes of action, either in law or in equity, including the rights to sue, counter claim, cross-claim and recover, for past, present, or future infringement or misappropriation of any of the Trademarks; and

e. any and all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Trademarks.

2. Representations and Warranties. Assignor hereby represents and warrants as follows: (a) to the best of Assignor's knowledge, the Trademarks do not conflict with or infringe on any patents, trademark registrations, trade names or copyrights of any third parties; and (b) Assignor has not received any notices of an infringement by any third party with respect to the Trademarks.

3. Warrant and Defend. Assignor, for Assignor's self and Assignor's successors and assigns, covenants and agrees to and with Assignee and Assignee's successors and assigns to warrant and defend the title to the Trademarks pursuant to this Assignment against any and every individual and entity whomsoever.

4. Further Acts. Assignor agrees, at any time, and from time to time after the Effective Date, upon request of Assignee, to execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as Assignee may deem necessary for the better assigning, transferring, conveying and confirming to Assignee any of the Trademarks herein assigned. Assignor does hereby irrevocably constitute and appoint Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution, to transfer the Trademarks.

5. Miscellaneous.

a. Headings. The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

b. Governing Law. This Assignment and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Delaware. Any action, suit or proceeding relating to or arising out of this Assignment shall be brought in, and the parties hereby consent to service of process, personal jurisdiction and venue in, the state and federal courts of general jurisdiction located in Delaware.

c. Binding Effect. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, estates, heirs and legal representatives.

d. Recitals. The recitals contained herein are made a part of this Assignment.

e. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[ Remainder of page intentionally blank. Signature page follows. ]

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the Effective Date.

**ASSIGNOR:**

TRUPET, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: Anthony Santarsiero

Its: President

**EXHIBIT A**

**Trademarks**

<b>Mark and Owner</b>	<b>Type</b>	<b>Class</b>	<b>Goods or Services</b>	<b>Status</b>
LOVE YOUR CAT'S LIFE <sup>™</sup>  Owner: TRUPET LLC	Trademark Application as Serial No. 87477430	005	Dietary supplements for pets	June 12, 2020 Request Extension of Time or file a Statement of Use
		020	Pet furniture in the nature of scratching posts, pet beds, cat trees and towers; cat scratching pads	
		025	Shirts	
TRUGOLD <sup>™</sup>  Owner: TRUPET LLC	Trademark Application as Serial No. 88019104 filed June 28, 2018	031	Pet food, edible pet treats and chews, pet food toppers in the nature of pet food	07/29/2020 File Statement of Use or Extension of Time  (Notice of Allowance issued on 01/29/2019)
WE DIDN'T INVENT DOG FOOD ... WE JUST MADE IT BETTER <sup>™</sup>  Owner: TRUPET LLC	Trademark Application as Serial No. 88083074 filed August 17, 2018	031	Pet food, pet food toppers in the nature of pet food, edible pet treats and chews	07/29/2020 File Statement of Use or Extension of Time  (Notice of Allowance issued on 01/29/2019)
WE DIDN'T INVENT CAT FOOD ... WE JUST MADE IT BETTER <sup>™</sup>  Owner: TRUPET LLC	Trademark Application as Serial No. 88083111 filed August 17, 2018	031	Pet food, pet food toppers in the nature of pet food, edible pet treats and chews	07/29/2020 File Statement of Use or Extension of Time  (Notice of Allowance issued on 01/29/2019)
TRUDOG <sup>®</sup>  Owner: TRUPET LLC	Trademark Registration issued on May 27, 2014 as Reg. No. 4540604	031	Pet food, pet edible treats and chews, and pet beverages	05/27/2020 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability
TRUPET <sup>®</sup>  Owner: TRUPET LLC	Trademark Registration issued on October 21, 2014 as Reg. No. 4625980	031	Pet food, pet edible treats and chews	10/21/2020 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability

<b>Mark and Owner</b>	<b>Type</b>	<b>Class</b>	<b>Goods or Services</b>	<b>Status</b>
WHAT WOULD LOVE DO®  Owner: TRUPET LLC	Trademark Registration issued on January 20, 2015 as Reg. No. 4676118	031	Pet food, pet edible treats and chews, and pet beverages	01/20/2021 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability
LOVE YOUR DOG'S LIFE®  Owner: TRUPET LLC	Trademark Registration issued on February 10, 2015 as Reg. No. 4685423	005	Dietary supplements for pets	02/10/2021 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability
LICKIES®  Owner: TRUPET LLC	Trademark Registration issued on March 24, 2015 as Reg. No. 4706812	003	Home dental care products for pets, namely, a gel for cleaning a pet's tongue	03/24/2021 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability
GOOD TO THE LAST LICK®  Owner: TRUPET LLC	Trademark Registration issued on October 6, 2015 as Reg. No. 4827463	031	Foods for dogs and cats; edible treats and chews for dogs and cats; and beverages for dogs and cats	10/06/2021 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability
TRUPET®  Owner: TRUPET LLC	Trademark Registration issued on January 26, 2016 as Reg. No. 4892565	005	Ear care products for pets, namely, ear cleaner solution	01/26/2022 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability
TRUCAT®  Owner: TRUPET LLC	Trademark Registration issued on March 29, 2016 as Reg. No. 4928040	031	Pet food, pet edible treats and chews	03/29/2022 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability
RAWGO®  Owner: TRUPET LLC	Trademark Registration issued on September 27, 2016 as Reg. No. 5050013	031	Pet food, pet edible treats and chews, and pet beverages	09/27/2022 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability

<b>Mark and Owner</b>	<b>Type</b>	<b>Class</b>	<b>Goods or Services</b>	<b>Status</b>
LOVE THEM LONGER®  Owner: TRUPET LLC	Trademark Registration Issued on November 15, 2016 as Reg. No. 5082521	031	Pet food, pet edible treats and chews, and pet beverages	11/15/2022 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability
ORAPUP®  Owner: TRUPET LLC	Trademark Registration issued on June 4, 2013 as Reg. No. 4346420	003	Home dental care products for pets, namely flavored breath freshener gels and pastes; home dental care products for pets, namely, flavored breath freshener gels and pastes for use on tongue brushes for pets	06/04/2023 File 10-year Renewal  Received approval on July 19, 2019 of Section 8 and 15 filing
		021	Tongue brushes for pets	
KEEP YOUR BEST FRIEND FIT®  Owner: TRUPET LLC	Trademark Registration issued on September 5, 2017 as Reg. No. 5280904	005	Dietary supplements for pets	09/05/2023 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability
KEEPING IT REAL®  Owner: TRUPET LLC	Trademark Registration issued on March 13, 2018 as Reg. No. 5423612	005	Dietary supplements for pets; edible pet food toppers in the nature of dietary supplements for pets	03/13/2024 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability
		031	Pet food; edible pet treats, chews and pet food toppers in the nature of pet food; pet beverages	
IT'S BETTER®  Owner: TRUPET LLC	Trademark Registration issued on March 20, 2018 as Reg. No. 5428949	031	Pet food and pet edible treats and chews	03/20/2024 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability.
LOVE YOUR CAT'S LIFE®  Owner: TRUPET LLC	Trademark Registration issued on March 5, 2019 as Reg. No. 5693690	031	Pet food; edible pet treats and chews	03/05/2025 File 6 <sup>th</sup> Year Declaration of Continued Use and Incontestability