

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Societe Des Produits Nestle S.A.		02/01/2021	Société Anonyme (Sa): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Wrangler Purchaser, Inc.		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808-1674		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5064317	WAGGIN' TRAIN	
CORRESPONDENCE DATA			
Fax Number:	2037822889		
<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:	203.498.4347		
Email:	fduffin@wiggins.com		
Correspondent Name:	Francis J. Duffin, Wiggins and Dana LLP		
Address Line 1:	One Century Tower, 265 Church Street		
Address Line 4:	New Haven, CONNECTICUT 06510		
NAME OF SUBMITTER:	Francis J. Duffin		
SIGNATURE:	/fjd/		
DATE SIGNED:	02/17/2021		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of February 1, 2021 (the "Effective Date"), by and between Société des Produits Nestlé S.A., a société anonyme organized under the laws of Switzerland ("Assignor"), on the one hand, and Wrangler Purchaser, Inc., a Delaware corporation ("Assignee"), on the other. Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 1, 2021 (the "APA"), pursuant to which Assignee has agreed to purchase certain assets, including certain intellectual property rights, relating to, exclusively used in or held for use exclusively in connection with the Business (as defined in the APA);

WHEREAS, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the APA and to effectuate the assignment of certain Trademarks (as defined in the APA) pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the APA, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed thereto in the APA.
2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks listed in Exhibit A attached hereto, together with all goodwill associated therewith, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution thereof.
3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.
4. Subject to APA. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the APA in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the APA. In the event of any conflict or other difference between the APA and this Assignment, the provisions of the APA shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants and indemnifications contained in the APA.

5. Governing Laws. This Assignment, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment), shall be governed by, and enforced in accordance with, the internal laws of the State of New York, without giving effect to any laws, rules or provisions of the State of New York that would cause the application of the laws rules or provisions of any jurisdiction other than the State of New York.

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

7. Amendment and Modification; Waiver. This Assignment may be amended, modified or supplemented only by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. 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, e-mail 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

Société des Produits Nestlé S.A.

By: _____
DocuSigned by:
Jose Checa
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Name: Jose Checa

Title: Director

ASSIGNEE:


Wrangler Purchaser, Inc.


By: Hua Qin

Name: Hua Qin

Title: President and Chief Executive Officer

**Exhibit A
Trademarks**

Country	Trademark	TM Classes	Registration No.	Registration Date	Registration Status
Australia	WAGGIN TRAIN	31: all foodstuffs for animals including canned animal food; dry animal food; animal treats; refrigerated animal food; fresh animal food and all other plants, grains, seeds and flakes for animal food	1052708	28-Apr-2005	Registered
Canada	WAGGIN' TRAIN	31: food for animals, namely, pet food and pet treats	1056062	24-Sep-2019	Registered
China	CANYON CREEK RANCH	31: edible snacks for pet (pet food)	8088676	14-Apr-2011	Registered
China	WAGGIN' TRAIN	31: pet food, edible chewing materials for pet	8088678	28-Nov-2011	Registered
China	WAGGIN' TRAIN in Chinese 	31: trees, Grains (cereals), Plants, Animals (live), Fruit, fresh; areca, fresh, Vegetables, fresh, Grains (seeds), Animal foodstuffs; pet food; edible chews for animals; beverages for pets, Malt for brewing and distilling, Animal litter; litter peat; sanded paper for pets (litter); aromatic sand for pets (litter)	36763018	07-Nov-2019	Registered

Country	Trademark	TM Classes	Registration No.	Registration Date	Registration Status
China	WAGGIN' TRAIN w/"Stars" 	31: trees, Grains (cereals), Plants, Animals (live), Fruit, fresh; areca, fresh, Vegetables, fresh, Grains (seeds), Animal foodstuffs; pet food; edible chews for animals; beverages for pets, Malt for brewing and distilling, Animal litter; litter peat; sanded paper for pets (litter); aromatic sand for pets (litter)	36818785	14-Nov-2019	Registered
Hong Kong	WAGGIN TRAIN	31: foodstuffs for animals	302046933	30-Sep-2011	Registered
Indonesia	WAGGIN TRAIN	31: foodstuffs for animals	IDM 000410835	1-Dec-2011	Registered
Israel	WAGGIN TRAIN	31: foodstuffs for animals	241072	5-Mar-2013	Registered
Japan	WAGGIN TRAIN	31: foodstuffs for animals	5473551	24-Feb-2012	Registered
Kuwait	WAGGIN TRAIN	31: foodstuffs for animals	108022	9-Oct-2011	Registered
Malaysia	WAGGIN TRAIN	31: foodstuffs for animals	2011018112	9-May-2014	Registered
New Zealand	WAGGIN TRAIN	31: all foodstuffs for animals including canned animal food; dry animal food; animal treats; refrigerated animal food; fresh animal food and all other plants, grains, seeds and flakes for animal food	838028	3-Mar-2011	Registered
Philippines	WAGGIN TRAIN	31: foodstuffs for animals	4 2014 00501182	4-Dec-2014	Registered

Country	Trademark	TM Classes	Registration No.	Registration Date	Registration Status
Singapore	WAGGIN TRAIN	31: foodstuffs for animals	T1113706F	4-Oct-2011	Registered
South Africa	WAGGIN TRAIN	31: foodstuffs for animals	2011 24245	28-Sep-2011	Registered
South Korea / Republic of Korea	WAGGIN TRAIN	31: foodstuffs for animals	40 948047	9-Jan-2013	Registered
Taiwan	WAGGIN TRAIN	31: foodstuffs for animals	1515891	1-May-2012	Registered
Thailand	WAGGIN TRAIN	31: foodstuffs for animals	361868	4-Oct-2011	Registered
Turkey	WAGGIN TRAIN	31: foodstuffs for animals	76846	29-Sep-2011	Registered
United Arab Emirates	WAGGIN TRAIN	31: foodstuffs for animals	163186	3-Oct-2011	Registered
United States Of America	WAGGIN' TRAIN	31: food for animals, namely, pet food and pet treats	5064317	18-Oct-2016	Registered