

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dinovite, LLC		09/09/2021	Limited Liability Company:
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2880118	DINOVITE	
Registration Number:	3667445	SUPROMEGA	
Registration Number:	3509600	DOGOSUDS	
CORRESPONDENCE DATA			
Fax Number:	3146215065		
<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@atllp.com		
Correspondent Name:	Courtney Jackson		
Address Line 1:	7700 Forsyth Blvd, Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	3409-1769		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	11/09/2021		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), effective as of September 9, 2021 (the “**Effective Date**”), is made and entered into by Dinovite, LLC, a Kentucky limited liability company, with an address at 101 Miller Drive, Crittenden, Kentucky 41030 (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 operates an animal feed manufacturing, sale and distribution business, including through the use of the trademarks set forth in Exhibit A hereto (the “**Marks**”); and

WHEREAS, Assignor and Assignee were parties to a certain Equity Purchase Agreement dated September 9, 2021 (the “**EPA**”); and

WHEREAS, pursuant to the new relationship between the Parties under the EPA, Assignor desires to assign all right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto to Assignee, and Assignee desires to acquire same, effective as of the Effective Date.

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 (as defined in the EPA), including the Marks, 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 and profits, and any and all other remedies, accruing from past, present and future infringement or violations 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. Warranty. Assignor hereby further warrants that no final decision adverse to Assignor's claim of ownership of the Intellectual Property exists, and, no proceeding involving said rights are pending and disposed of exists. Assignor hereby further warrants that the Intellectual Property is free and clear of any liens, encumbrances or other third party claims, and that Assignor has not conveyed to anyone other than Assignee any right, title or interest in the Intellectual Property.

5. Definitions. All terms not defined herein shall have the meaning of the defined terms as set forth in the EPA.

6. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, with respect to any patents, trademarks or service marks or applications, 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.

7. 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.

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

9. 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.

10. Governing Law. The law of the State of Missouri 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 Missouri or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Missouri.

11. 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 Party 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.

12. Entire Agreement. This Assignment, the other transaction documents contemplated by the 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.

13. 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.

14. 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.

15. 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 and Assignee have caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

ASSIGNOR:

Dinovite, LLC

By:

Name:

Title:


LORA VAN VELSOR
CMO

TRADEMARK

REEL: 007488 FRAME: 0697

EXHIBIT A

Registered Trademarks:

Word Mark	Country	Serial Number	Filed Date	Registration Number	Registration Date
DINOVITE	United States of America	76488739	02-10-2003	2880118	08-31-2004
SUPROMEGA	United States of America	77421182	03-13-2008	3667445	08-11-2009
DOGOSUDS	United States of America	77212901	06-22-2007	3509600	09-30-2008

Domain Names:

Domain Name	Status	Expiration Date
<u>AMERICANSPORTDOG.ORG</u>	Active	2023-04-20
<u>AMERICANSPORTDOGS.ORG</u>	Active	2023-04-20
ANIMALKEEPERS.BIZ	Active	2022-03-30
ANIMALKEEPERS.INFO	Active	2022-03-31
BESTDOGSHAMPOO.INFO	Active	2023-05-22
<u>BESTDOGSHAMPOO.ORG</u>	Active	2023-05-22
BESTOSHOW.INFO	Active	2023-03-31
<u>BESTOSHOW.ORG</u>	Active	2023-03-31
<u>BIRDFOODGURU.ORG</u>	Active	2023-03-23
<u>BLACKPALMCOCKATOO.COM</u>	Active	2023-03-26
<u>BLACKPALMCOCKATOOS.COM</u>	Active	2023-03-26
<u>BLACKPALMCOCKATOOS.ORG</u>	Active	2023-03-26
<u>BLUEANDGOLDMACAWS.NET</u>	Active	2023-03-24
BOYCOTTDINOVITE.INFO	Active	2023-03-24
<u>CARNOVORE.COM</u>	Active	2023-06-18
CARNOYUM.INFO	Active	2023-03-31
<u>CARNOYUM.ORG</u>	Active	2023-03-31

Domain Name	Status	Expiration Date
<u>CLICKERWORKS.ORG</u>	Active	2023-03-08
<u>CLICKOWORKS.ORG</u>	Active	2023-03-08
<u>COCKATOOSASPETS.COM</u>	Active	2026-06-18
<u>DINO BITE.COM</u>	Active	2025-06-17
DINOVITE.BIZ	Active	2022-01-16
DINOVITE.INFO	Active	2022-01-17
<u>DINOVITE.NET</u>	Active	2022-06-18
<u>DINOVITE.ORG</u>	Active	2022-01-17
DINOVITE.US	Active	2022-01-16
DINOVITEBOYCOTT.INFO	Active	2023-03-24
DINOVITECANINE.INFO	Active	2023-04-15
<u>DINOVITECANINE.ORG</u>	Active	2023-03-24
DINOVITEDOGFOOD.INFO	Active	2023-05-22
<u>DINOVITEDOGFOOD.ORG</u>	Active	2023-05-22
DINOVITEFELINE.INFO	Active	2023-04-15
<u>DINOVITEFELINE.ORG</u>	Active	2023-03-24
<u>DINOVITEISARIPOFF.COM</u>	Active	2024-06-18
<u>DINOVITEISPOISON.COM</u>	Active	2024-06-18
<u>DINOVITERIPOFF.COM</u>	Active	2024-06-18
<u>DINOVITESAMPLES.COM</u>	Active	2024-06-18
<u>DINOVITESUCKS.COM</u>	Active	2024-06-18
<u>DINOVITETOGO.COM</u>	Active	2022-06-18
DINOVITETOGO.INFO	Active	2023-07-20
<u>DINOVITETOGO.NET</u>	Active	2022-06-18
<u>DINOVITETOGO.ORG</u>	Active	2023-07-20
DOGFOODGURU.BIZ	Active	2023-03-22
<u>DOGFOODGURU.ORG</u>	Active	2023-03-23
<u>DOGFOODVITAMINS.COM</u>	Active	2022-06-18
<u>DOGOSUDS.COM</u>	Active	2022-06-18
DOGOSUDS.INFO	Active	2023-04-15

Domain Name	Status	Expiration Date
<u>DOGOSUDS.ORG</u>	Active	2023-04-15
<u>GREENWINGMACAWS.ORG</u>	Active	2022-02-09
<u>HYACINTHMACAWS.ORG</u>	Active	2022-02-09
<u>ILLIGERMACAWS.COM</u>	Active	2023-03-26
<u>ILLIGERMACAWS.ORG</u>	Active	2023-03-26
<u>LICKOCHOP.COM</u>	Active	2022-06-18
<u>LICKOCHOP.NET</u>	Active	2022-06-18
<u>LICKOCHOP.ORG</u>	Active	2022-04-04
<u>LICKOCHOPS.COM</u>	Active	2022-06-18
<u>LICKOCHOPS.INFO</u>	Active	2023-04-15
<u>LICKOCHOPS.NET</u>	Active	2022-06-18
<u>LICKOCHOPS.ORG</u>	Active	2022-04-04
<u>MOLUCCANCOCKATOOS.ORG</u>	Active	2022-03-24
<u>MRAFRICANGREY.COM</u>	Active	2024-06-18
<u>MRAFRICANGREYPARROT.COM</u>	Active	2024-06-18
<u>MRCOCKATIEL.COM</u>	Active	2024-06-18
<u>MRCOCKATOO.COM</u>	Active	2024-06-18
<u>MRPARAKEET.COM</u>	Active	2024-06-18
<u>NEWDOGSMELL.INFO</u>	Active	2023-02-06
<u>NEWDOGSMELL.ORG</u>	Active	2023-02-06
<u>NOMOFLEA.COM</u>	Active	2022-06-18
<u>NOMOFLEA.INFO</u>	Active	2021-08-24
<u>NOMOFLEA.NET</u>	Active	2022-06-18
<u>NOMOFLEA.ORG</u>	Active	2021-08-24
<u>NUBONUB.COM</u>	Active	2024-06-18
<u>NUBONUBS.COM</u>	Active	2024-06-18
<u>PAWSANDRUFFLECT.COM</u>	Active	2022-06-18
<u>PAWSANDRUFFLECT.INFO</u>	Active	2022-04-23
<u>PAWSANDRUFFLECT.NET</u>	Active	2022-06-18
<u>PAWSANDRUFFLECT.ORG</u>	Active	2022-04-23

Domain Name	Status	Expiration Date
<u>PETFOODGURU.ORG</u>	Active	2023-03-23
<u>PETPRODUCTSAMPLER.COM</u>	Active	2024-06-18
<u>PETPRODUCTSAMPLER.INFO</u>	Active	2022-10-17
<u>PETPRODUCTSAMPLER.ORG</u>	Active	2022-10-17
<u>reptile-nuts.com</u>	Active	2026-07-11
<u>reptilenuts.com</u>	Active	2026-07-11
<u>rescuedogs.com</u>	ExpirationProtectionHold	2022-06-18
<u>SCARLETMACAWS.COM</u>	Active	2022-03-24
<u>SCARLETMACAWS.ORG</u>	Active	2022-02-06
<u>SUNCONURES.ORG</u>	Active	2023-03-26
<u>SUPROMEGA.COM</u>	Active	2023-06-18
<u>SUPROMEGA.INFO</u>	Active	2023-01-19
<u>SUPROMEGA.ORG</u>	Active	2023-01-19
<u>SUPROMEGASALMON.INFO</u>	Active	2023-04-15
<u>SUPROMEGASALMON.ORG</u>	Active	2023-04-15
<u>THATNEWDOGSMELL.INFO</u>	Active	2023-02-06
<u>THATNEWDOGSMELL.ORG</u>	Active	2023-02-06
<u>THEAMERICANSPORTDOG.INFO</u>	Active	2023-02-07
<u>THEAMERICANSPORTDOG.ORG</u>	Active	2023-02-07
<u>THEDINOVITEDOGS.COM</u>	Active	2024-06-18
<u>THESPORTDOG.INFO</u>	Active	2023-02-07
<u>THESPORTDOG.ORG</u>	Active	2023-02-07
<u>THESPORTDOGS.INFO</u>	Active	2023-02-07
<u>THESPORTDOGS.ORG</u>	Active	2023-02-07
<u>THUNDERRIDGESTABLE.COM</u>	Active	2022-06-18
<u>TRITONCOCKATOOS.COM</u>	Active	2023-03-26
<u>TRITONCOCKATOOS.ORG</u>	Active	2023-03-26
<u>YEAST-INFECTIONS-IN-DOGS.COM</u>	Active	2022-06-18
<u>YEASTINFECTIONSINDOGS.COM</u>	Active	2022-06-18

Domain Name	Status	Expiration Date
<u>YUMOTUM.COM</u>	Active	2023-06-18
<u>YUMOTUM.INFO</u>	Active	2023-01-22
<u>YUMOTUM.ORG</u>	Active	2023-01-22
<u>YUMOTUMS.COM</u>	Active	2023-06-18
<u>YUMOTUMS.INFO</u>	Active	2023-01-22
<u>YUMOTUMS.ORG</u>	Active	2023-01-22

Social Media Accounts:

- Facebook: <https://www.facebook.com/Dinovite/>
- Twitter: <https://twitter.com/dinovite?lang=en>
- LinkedIn: <https://www.linkedin.com/company/dinovite/about/>
- Instagram: <https://www.instagram.com/dinovite/?hl=en>
- YouTube: <https://www.youtube.com/channel/UCXZH45NxtVxcj42hTPP064g>

Unregistered Marks:

- LICKOCHOPS
- NUBONUBS
- FIDOCAL
- YAKOSNAKS
- DOGOSUDS
- GENTOCLEAN
- TASTY TOM TURKEY
- YUMMY CHICK 'N DOODLE
- BOOST BOX
- GET BOOSTED.
- OWN THEIR BOWL



