

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3106071

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE IAMS COMPANY	07/14/2014
RECEIVING PARTY DATA	
Name:	The Procter & Gamble Company
Street Address:	One Procter & Gamble Plaza
Internal Address:	Attn: Chief Patent Counsel
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14307892
CORRESPONDENCE DATA	
Fax Number:	(513)277-7217
<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:	5139838009
Email:	brinkman.bj@pg.com
Correspondent Name:	THE PROCTER & GAMBLE COMPANY
Address Line 1:	ONE PROCTER & GAMBLE PLAZA, C8-246
Address Line 2:	CENTRAL DOCKETING-INTELLECTUAL PROPERTY
Address Line 4:	CINCINNATI, OHIO 45202
ATTORNEY DOCKET NUMBER:	12926M
NAME OF SUBMITTER:	AMANDA T. BARRY
SIGNATURE:	/ATB/
DATE SIGNED:	11/13/2014
Total Attachments: 21	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment"), effective immediately prior to the Closing Date, is by and between The Iams Company, a corporation organized under the laws of the State of Ohio, U.S.A., with its principal office at One Procter & Gamble Plaza, Cincinnati, OH, 45202, U.S.A. ("Assignor"), and The Procter & Gamble Company, a corporation organized under the laws of the State of Ohio, U.S.A., with its principal office at One Procter & Gamble Plaza, Cincinnati, OH, 45202, U.S.A. ("Assignee").

A. WHEREAS, The Procter & Gamble Company is party to that certain Transaction Agreement dated as of April 8, 2014 among The Procter & Gamble Company, Ridgeback Acquisition, LLC, and Mars, Inc. (the "Agreement"), pursuant to which The Procter & Gamble Company has agreed to sell and Ridgeback Acquisition, LLC has agreed to purchase the Included Pet Assets, as defined in the Agreement;

B. WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those patents and patent applications listed on Schedule A, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing (collectively, the "Assigned Patents");

C. WHEREAS, prior to, and only upon the event of, the closing of the transactions contemplated by the Agreement, the Agreement contemplates that Assignor will transfer its rights in the Assigned Patents to Assignee;

D. WHEREAS, upon the event of the closing, immediately prior to such closing, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Assigned Patents; and

E. WHEREAS, Assignor and Assignee intend to treat, for U.S. federal income tax purposes, the assignment of Assignor's right, title and interest in and to the Assigned Patents as a non-taxable I.R.C. Section 332 distribution to Assignee, and as a non-taxable I.R.C. Section 337 distribution by the Assignor, each as provided in Treasury Regulation Section 1.338(h)(10)-1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

2. Assignment. Immediately before the Closing Date, and only in the event there is a closing, Assignor hereby irrevocably assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Assigned Patents, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and

including the subject matter of all claims that may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Closing Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Recordation. Upon the happening of an assignment as provided in (2), above, Assignor authorizes and requests the applicable government authority to record Assignee as owner of the Assigned Patents and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Patents.

4. Further Assurances; Limited Power of Attorney. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee in connection with (i) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Patents made herein, (ii) the preparation and prosecution of any application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Assigned Patents; (iii) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Assigned Patents, this Assignment or the assignment made hereby; and (iv) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the applicable country. If Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or electronic mail will be deemed originals for purposes of this Assignment.

6. Choice of Law. This Assignment is governed by the laws of the State of Delaware applicable to contracts made and performed entirely in such state, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction. Despite the above, the substantive law of the country of each respective Assigned Patent governs the validity and enforceability of the subject Assigned Patent.

7. Venue. By execution and delivery of this Assignment, each Party irrevocably (i) submits and consents to the personal jurisdiction of (a) the Court of Chancery of the State of Delaware or, if such Court of Chancery lacks subject matter jurisdiction, the Complex Commercial Division of the Superior Court of the State of Delaware, or (b) in the event that an action involves claims exclusively within the jurisdiction of the federal courts, in the United States District Court for the District of Delaware (the "Chosen Courts") for itself and in respect of its property in the event that any dispute arises out of this Assignment, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) agrees that it will not bring any action relating to this Assignment in any other court. Each of the Parties irrevocably and unconditionally waives (and will not plead or claim) any objection to the laying of venue of any dispute arising out of this Assignment in the Chosen Courts, or that any such dispute brought in any such court has been brought in an inconvenient or improper forum.

<Signature pages follow>

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

The Iams Company

By: *Steven W. Miller*

Steven W. Miller

Title: Vice President & Assistant Secretary

Date: July 14, 2014

THE STATE OF OHIO
County of Hamilton

On this 14 day of July, before me, Amanda Barry Notary Public, personally appeared Steven W. Miller, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that, by his signature on the instrument, The Iams Company executed the instrument.

WITNESS my hand and official seal

Signature *Amanda Barry* (Seal)

Notary Public in and for
The State of Ohio

Amanda Barry
Printed or Typed Name of Notary



Amanda Toroczyk Barry, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.88 R.C.

My commission expires never

Acknowledged and accepted by:

The Procter & Gamble Company

By: *Tara M. Rosnell*

Tara M. Rosnell

Title: Assistant Secretary

Date: July 15, 2014

Signature page 1 of 1

SCHEDULE A

Assigned Patents

Case Number	Country	Status	Appin_Ser Number	Application Date	Publication Number	Patent Number	Grant Date	Title
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-12926M	US	Filed	14/307882	8/18/2014				LAMINATE CLEANING IMPLEMENT
-12926P	US	Inactive	81/838205	6/18/2013				LAMINATE CLEANING IMPLEMENT
-12927M	US	Filed	14/307824	8/18/2014				BONDED LAMINATE CLEANING IMPLEMENT
-12927P	US	Inactive	81/838209	6/18/2013				BONDED LAMINATE CLEANING IMPLEMENT
-13053	US	Filed	14/060660	10/10/2013				PET DEODORIZING COMPOSITION

REDACTED