

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5049089

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NUTRI-VET WELLNESS, LLC	08/30/2017
RECEIVING PARTY DATA	
Name:	MANNA PRO PRODUCTS, LLC
Street Address:	707 SPIRIT PARK DRIVE
City:	CHESTERFIELD
State/Country:	MISSOURI
Postal Code:	63005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9788528
CORRESPONDENCE DATA	
Fax Number:	(314)612-2307
<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:	314-621-5070
Email:	USpatents@armstrongteasdale.com
Correspondent Name:	PATENT DOCKET DEPARTMENT ARMSTRONG TEASD
Address Line 1:	7700 FORSYTH BLVD.
Address Line 2:	SUITE 1800
Address Line 4:	ST. LOUIS, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	35488-1001
NAME OF SUBMITTER:	ZACHARY J. BLOCK
SIGNATURE:	/Zachary J. Block/
DATE SIGNED:	07/13/2018
Total Attachments: 6	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of August 30, 2017 (this "Assignment"), is made and entered into by and among Nutri-Vet Wellness, LLC, a Delaware limited liability company (the "Assignor"), and Manna Pro Products, LLC, a Missouri limited liability company (the "Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, 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 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.

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.

EXHIBIT A

Copyrights:

Country	Copyright Title	Registration Number	Registration Date
United States	Optimal Pet label, Hip & Joint Plus	TX-6-957-305	12/18/2008
United States	Optimal Pet label, Hairball Defense	TX-6-958-349	12/18/2008
United States	Optimal Pet label, Pet-Ease Feline	TX-6-985-403	12/18/2008
United States	Optimal Pet label, Wild Alaskan Salmon Oil, Feline	TX-6-958-404	12/18/2008
United States	Optimal Pet label, Pet-Ease, Canine	TX-6-958-639	12/19/2008
United States	Optimal Pet label, Green Grass	TX-6-958-643	12/19/2008
United States	Optimal Pet label, Clear Eyes	TX-6-958-691	12/19/2008
United States	Optimal Pet label, Puppy-Tab	TX-6-960-863	12/18/2008
United States	Optimal Pet label, Wild Alaskan Salmon Oil	TX-6-960-872	12/18/2008
United States	Optimal Pet label, Green Grass	TX-7-317-245	12/18/2008

Patents:

United States:

Matter Type	Country	Title	Filing Date	Serial No.	Issue / Reg. Date	Pat. No. / Reg. No.	Status
Utility	US	DENTAL CARE PRODUCT FOR PETS	1/23/2014	14/603,678	Pending	Pending	Allowed
Design	US	DENTAL CARE PRODUCT FOR PETS	1/23/2014	29/480,078	12/29/2015	D746,017	Issued
Utility	US	TREATING ARTHRITIS IN ANIMALS WITH DIETARY SUPPLEMENTS	8/18/2000	09/642,112	2/25/2003	6,524,609	Issued
Utility	US	TREATING ARTHRITIS IN ANIMALS WITH DIETARY SUPPLEMENTS	11/18/2002	10/300,043	6/28/2005	6,911,215	Issued

Foreign:

Matter Type	Country	Title	Filing Date	Serial No.	Issue / Reg. Date	Pat. No. / Reg. No.	Status
Utility Patent	EP	DENTAL CARE PRODUCT FOR PETS	12/15/2014	14198016.9	Abandoned	Abandoned	Abandoned
Design Patent	EP	DENTAL CARE PRODUCT FOR PETS	7/16/2014	002503755-0001	7/16/2014	002503755-0001	Registered
Design Patent	CA	DENTAL CARE PRODUCT FOR PETS	7/16/2014	157,703	2/10/2015	157,703	Registered
Design Patent	JP	DENTAL CARE PRODUCT FOR PETS	7/23/2014	2014-015928	1/16/2015	1517676	Registered
Design Patent	AU	DENTAL CARE PRODUCT FOR PETS	7/18/2014	357164	8/27/2014	357164	Registered
Design Patent	ZA	DENTAL CARE PRODUCT FOR PETS	7/23/2014	A2014/01082	2/10/2015	A2014/01082	Registered
Design Patent	MX	DENTAL CARE PRODUCT FOR PETS	7/17/2014	MX/02014/002171	Abandoned	Abandoned	Abandoned


Design Patent	IL	DENTAL CARE PRODUCT FOR PETS	7/23/2014	55832	5/13/2015	55832	Registered
Design Patent	BR	DENTAL CARE PRODUCT FOR PETS	7/23/2014	BR 30 2014 003408 1	Pending	Pending	Granted
Design Patent	XU	DENTAL CARE PRODUCT FOR PETS	7/18/2014	2014502766/49 (047783)	Abandoned	Abandoned	Abandoned
Design Patent	TR	DENTAL CARE PRODUCT FOR PETS	7/23/2014	2014/05444	7/23/2014	2014 05444	Granted
Design Patent	IN	DENTAL CARE PRODUCT FOR PETS	7/21/2014	264171	7/21/2014	264171	Registered
Design Patent	CN	DENTAL CARE PRODUCT FOR PETS	7/22/2014	201430249549.5	6/3/2015	ZL2014302495495	Abandoned
Design Patent	UA	DENTAL CARE PRODUCT FOR PETS	7/18/2014	2014 01376	Abandoned	Abandoned	Abandoned
Design Patent	AE	DENTAL CARE PRODUCT FOR PETS	7/23/2014	394/2014	Abandoned	Abandoned	Abandoned
Utility Patent	PCT	DENTAL CARE PRODUCT FOR PETS	1/23/2015	PCT/US2015/12601	Pending	Pending	Published
Utility Patent	CA	DENTAL CARE PRODUCT FOR PETS	7/23/2016	2,937,718	Pending	Pending	Filed

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. 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:

NUTRI-VETWELLNESS, LLC
By: 
Name: Royce W. Coyle
Title: Exec VP - Business Dev.

ASSIGNEE:

MANNA PRO PRODUCTS, LLC
By: 
Name: John P. Howe
Title: CEO