

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7931372

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BIG HEART PET, INC.	04/28/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	POST BRANDS PET CARE, LLC
<b>Street Address:</b>	20802 KENSINGTON BLVD.
<b>City:</b>	LAKEVILLE
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55044
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16555784
<b>Application Number:</b>	18133941
<b>Application Number:</b>	29685298
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(314)667-3633
<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>	
<b>Phone:</b>	3145526000
<b>Email:</b>	ipdocket@thompsoncoburn.com
<b>Correspondent Name:</b>	THOMPSON COBURN LLP
<b>Address Line 1:</b>	ONE US BANK PLAZA
<b>Address Line 4:</b>	ST. LOUIS, MISSOURI 63101
<b>ATTORNEY DOCKET NUMBER:</b>	60962-224478
<b>NAME OF SUBMITTER:</b>	MATTHEW J. HIMICH
<b>SIGNATURE:</b>	/matthew j. himich/
<b>DATE SIGNED:</b>	05/02/2023
<b>Total Attachments: 5</b>	
source=Keystone - Exhibit A - Patent Assignment Agreement (Executed)#page1.tif	
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## **PATENT ASSIGNMENT AGREEMENT**

This Patent Assignment Agreement (this “Assignment”) is made and entered into as of April 28, 2023 (the “Effective Date”), between The J. M. Smucker Company, an Ohio corporation (“Seller”), Big Heart Pet, Inc., a Delaware corporation and wholly owned Subsidiary of Seller (“Big Heart”), Post Holdings, Inc., a Missouri corporation (“Parent”), and Post Brands Pet Care, LLC (formerly PCB Sub, LLC), a Delaware limited liability company and wholly owned Subsidiary of Parent (“Purchaser”) and, together with Parent, the “Purchaser Parties.” Seller, Parent, and Purchaser are each referred to as a “Party” and collectively, the “Parties.” Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 8, 2023 (as amended, modified or supplemented, the “Purchase Agreement”), by and among Seller, Parent and Purchaser, Seller agreed to sell, assign, transfer and convey (or cause its wholly owned Subsidiary Big Heart to sell, assign, transfer and convey) to Purchaser, and Purchaser agreed to purchase and acquire from Seller, the Purchased Assets, including U.S. Patent Application Nos. 16/555,784, 18/133,941 and 29/685,298 and Canadian Industrial Design Reg. Nos. 190034 and 201920 (the “Purchased Patents”).

NOW, THEREFORE, pursuant to the provisions of the Purchase Agreement and for good and valuable consideration paid by Purchaser pursuant thereto, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment of Purchased Patent.** Seller hereby transfers to Purchaser all right, title and interest of Seller in and to the Purchased Patents, together with the right to sue and recover damages and profits for infringement, misappropriation, or other violation of the Purchased Patents. The Purchased Patents shall be held and enjoyed by Purchaser, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and transfer had not been made.
2. **Recordation.** Seller authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other similar governmental authority in countries foreign to the United States to record and register this Assignment upon request by Purchaser.
3. **Subject to Purchase Agreement.** Nothing contained in this Assignment may be construed as a waiver of any of the rights or remedies of the Parties as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by the Parties pursuant to the Purchase Agreement. This Assignment is not intended to limit in any manner the terms of the Purchase Agreement nor is it intended to create any right or obligation broader (or more limited) than those specifically set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will govern and control.

4. **Further Assurances.** Seller will and will cause their legal representatives and assigns to, upon reasonable request and at Purchaser's expense, cooperate with Purchaser, including by executing any documents, instruments or conveyances which may be reasonably necessary to effectuate the assignment of the Purchased Patents hereunder.

5. **Counterparts.** This Assignment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same instrument. Signatures to this Assignment transmitted by electronic facsimile, electronic mail in Portable Document Format or by any other electronic means intended to preserve the original graphic and pictorial appearance of the document will be deemed to be the delivery of an original counterpart of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

**SELLER:**

**THE J. M. SMUCKER COMPANY**

By: Tucker H. Marshall

Name: Tucker H. Marshall

Title: Chief Financial Officer

**PARENT:**

**POST HOLDINGS, INC.**

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

Name:

Title:

**PURCHASER:**

**POST BRANDS PET CARE, LLC**

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

Name:

Title:


*[Signature Page to Patent Assignment Agreement]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.


**SELLER:**  
**THE J. M. SMUCKER COMPANY**

By: \_\_\_\_\_  
Name: Tucker H. Marshall  
Title: Chief Financial Officer

**PARENT:**  
**POST HOLDINGS, INC.**

By:  \_\_\_\_\_  
Name: Diedre J. Gray  
Title: Executive Vice President, General Counsel  
and Chief Administrative Officer, Secretary

**PURCHASER:**  
**POST BRANDS PET CARE, LLC**

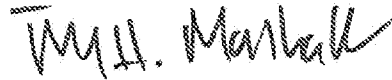
By:  \_\_\_\_\_  
Name: Diedre J. Gray  
Title: Assistant Secretary

*[Signature Page to Patent Assignment Agreement]*

**PATENT**  
**REEL: 063505 FRAME: 0843**

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

**BIG HEART PET, INC.**



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

Name: Tucker H. Marshall

Title: Chief Financial Officer

*[Signature Page to Patent Assignment Agreement]*