

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AkPharma, Inc.		06/30/2014	CORPORATION: NEW JERSEY
AKProducts, LLC		06/30/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Pet-Ag, Inc.		
Street Address:	255 Keyes Avenue		
City:	Hampshire		
State/Country:	ILLINOIS		
Postal Code:	60140		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1788940	CAT-SIP	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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:	312.269.8000		
Email:	TEMANUELSON@NGELAW.COM		
Correspondent Name:	Robert E. Browne		
Address Line 1:	2 NORTH LASALLE STREET, SUITE 1700		
Address Line 2:	Neal, Gerber & Eisenberg, LLP		
Address Line 4:	CHICAGO, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	58195-0701CAT-SIP		
NAME OF SUBMITTER:	Robert E. Browne		
SIGNATURE:	/Robert E. Browne/		
DATE SIGNED:	07/09/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "IP Assignment") is dated as of June 30, 2014 and is among AkPharma, Inc., a New Jersey corporation and AKProducts, LLC, a New Jersey corporation (each, a "Seller" and collectively, the "Sellers"), in favor and for the benefit of Pet-Ag, Inc., a Delaware corporation ("Buyer").

Sellers, along with Alan E. Kligerman and Buyer, are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") providing for, among other things, the sale and transfer to Buyer of the Intellectual Property Assets of the applicable Seller, on the terms and subject to the conditions set forth in the Purchase Agreement. This IP Assignment is the IP Assignment required under Sections 2.8(a)(iii) and 2.8(b)(iii) of the Purchase Agreement.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment without definition have the meanings ascribed to them in the Purchase Agreement.
2. Assignment of Intellectual Property Assets. Effective from and after the date of this IP Assignment, to the extent of their respective ownership interests, each Seller sells, transfers, conveys, assigns and delivers to Buyer each of such Seller's right, title and interest in and to the Intellectual Property Assets necessary for the operation of the Business as currently conducted, including but not limited to the Intellectual Property Assets listed on Schedule 1 attached hereto, free and clear of all encumbrances, together with all claims for damages by reason of past infringement, with the right to sue for, and collect the same for Buyer's own use and enjoyment, and for the use and enjoyment of its successors and assigns.
3. Power of Attorney. Sellers appoint Buyer, its successors and assigns, the true and lawful attorney of Sellers, in the name of each Seller or Buyer (as Buyer may determine in its sole discretion) but for the benefit of Buyer (a) to endorse or file of record, all assignments, applications, documents, papers and instruments necessary for Buyer or its successors or assigns to obtain title to and the right to use the Intellectual Property Assets; (b) to grant or issue an exclusive or non-exclusive license concerning the Intellectual Property Assets; (c) to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Intellectual Property Assets to any other Person; (d) to institute and prosecute all proceedings which Buyer may deem proper to collect assert or enforce any claim, right or title of any kind in or to the Intellectual Property Assets; (e) to defend or compromise any and all actions, suits or proceedings concerning the Intellectual Property Assets and to do all things in relation to the Intellectual Property Assets as Buyer deems advisable; and (f) to take all action which Buyer may deem proper in order to provide for Buyer the benefits of the Intellectual Property Assets. Each Seller acknowledges that the foregoing powers are coupled with an interest and are irrevocable. Buyer is entitled to retain for its own account any amounts collected pursuant to the foregoing powers including any amounts payable as interest or penalties in respect thereof. The foregoing does not limit any other rights and remedies of Buyer, and survives the execution and delivery of this IP Assignment. Sellers each ratify all that Buyer lawfully does or causes to be done by virtue of this IP Assignment.

4. General provisions.

4.1 Amendments and Waivers. Any provision of this IP Assignment may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this IP Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege under this IP Assignment will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.2 Successors and Assigns. This IP Assignment will be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns.

4.3 No Third-Party Beneficiaries. This IP Assignment is for the sole benefit of the parties to this IP Assignment and their permitted successors and assigns, and nothing expressed or implied in this IP Assignment will give or be construed to give to any Person, other than the parties to this IP Assignment and such permitted successors and assigns, any legal or equitable rights under this IP Assignment.

4.4 Governing Law. This IP Assignment will be governed solely by, and construed solely in accordance with, Missouri law as it applies to contracts entered into and performed wholly within Missouri, regardless of the laws that might otherwise govern under principles of conflict of laws thereof.

4.5 Counterparts. This IP Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party or parties. The exchange of copies of this IP Assignment and of signature pages by facsimile transmission will constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of the originally signed IP Assignment for all purposes. Signatures of the parties transmitted by facsimile will be deemed to be their original signatures for all purposes.

4.6 Headings. The headings in this IP Assignment are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this IP Assignment.

4.7 Entire Agreement. This IP Assignment (along with the Purchase Agreement, the Exhibits, Schedules, and other documents, instruments and certificates delivered under the Purchase Agreement) (i) supersedes all prior agreements, whether written or oral, between the parties with respect to its and their subject matter and any verbal discussions between Buyer and any of its representatives, on the one hand, and the Sellers and their respective representatives, on the other hand) and (ii) constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof.

4.8 Severability. If a court of competent jurisdiction holds any provision of this Assignment or the application of any such provision to any Person or circumstance to be invalid, illegal or unenforceable in any respect, the remaining provisions of this IP Assignment (or

the application of such provision in other jurisdictions or to persons or circumstances other than those to which it was held to be invalid, illegal or unenforceable) will in no way be affected, impaired or invalidated, and to the extent permitted by applicable laws any such provision will be (i) restricted in applicability or reformed to the minimum extent required for such provision to be enforceable, and (ii) interpreted and enforced to give effect to the original written intent of the parties before the determination of such invalidity or unenforceability.

4.9 Further Instruments. From time to time, as and when requested by any party to this IP Assignment, the other party will (a) execute and deliver, or cause to be executed and delivered, all such documents and instruments, and (b) take, or cause to be taken, all such further actions, as the requesting party reasonably deems to be necessary or desirable to consummate the transactions contemplated under this IP Assignment.

4.10 Relation to Purchase Agreement. Notwithstanding any other provision of this IP Assignment to the contrary, nothing contained in this IP Assignment in any way supersedes, modifies, replaces, amends, changes, rescinds, waives, exceeds, expands, enlarges or in any way affects the provisions of the Purchase Agreement, including, without limitation, any warranty, representation, covenant, agreement, condition, obligation or right, all of which survive both the Closing under the Purchase Agreement and the execution and delivery of this IP Assignment. This IP Assignment will be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Intellectual Property Assignment, or caused it to be duly executed on its behalf, on the date set out in the preamble.

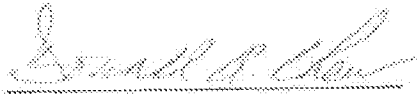
SELLERS:

AKPHARMA, INC.

By: _____
Alan E. Kligerman
Chairman

BUYER:

PET-AG, INC.

By: 
Donald A. Chew
President & CEO

AKPRODUCTS, LLC

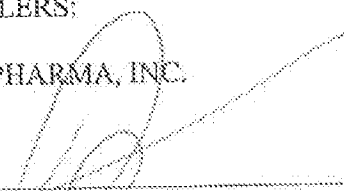
By: _____
Alan E. Kligerman
Authorized Representative

IN WITNESS WHEREOF, each of the parties hereto has executed this Intellectual Property Assignment, or caused it to be duly executed on its behalf, on the date set out in the preamble.

SELLERS:

AKPHARMA, INC.

By: _____


Alan E. Kligerman
Chairman

BUYER:

FET-AG, INC.

By: _____

Donald A. Chew
President & CEO

AKPRODUCTS, LLC

By: _____


Alan E. Kligerman
Authorized Representative

ACKNOWLEDGEMENT

STATE OF New Jersey)
) SS.
COUNTY OF Atlantic)

On this 30 day of June, 2014, before me, a Notary Public in and for said state, personally appeared Alan E. Kligerman, who stated that he is the authorized representative of AKProducts, LLC, a New Jersey limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last written above.

Kathleen A. Jamison
Notary Public in and for said County and State

(Type, print or stamp Notary's name below his or her signature)

My Commission Expires
January 6, 2019

Kathleen A. Jamison
Notary Public of New Jersey
My Commission Expires 1/6/19

STATE OF New Jersey)
) SS.
COUNTY OF Atlantic)

On this 30 day of JUNE, 2014, before me, a Notary Public in and for said state, personally appeared Alan E. Kligerman, who stated that he is the Chairman of AKPharma, Inc., a New Jersey corporation, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last written above.

Kathleen A. Jamison
Notary Public in and for said County and State

(Type, print or stamp Notary's name below his or her signature)

My Commission Expires
JANUARY 6, 2019

Kathleen A. Jamison
Notary Public of New Jersey
My Commission Expires 1/6/19

SCHEDULE 1

Intellectual Property Assets

All Marks used in connection with the operation of the Business, including the Mark "CAT-SIP,"
Registration No. 1,788,940

All Net Names used in connection with the operation of the Business, including the Net Name
"www.catsip.com"