

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320996

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merrick Pet Care Holdings Corporation, as successor in interest to Pet Appeal, Inc., an Oregon corporation		10/22/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Tejas Industries, Inc.
Street Address:	P.O. Box 9800
City:	Amarillo
State/Country:	TEXAS
Postal Code:	79105
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78435042	CASTOR & POLLUX
Serial Number:	85084741	CASTOR & POLLUX NATURAL PETWORKS SINCE 1
Serial Number:	78901030	NATURAL ULTRAMIX
Serial Number:	77942953	ORGANIX
Serial Number:	77577162	CASTOR & POLLUX "WE MAKE STUFF PETS LOVE
Serial Number:	86234359	GOOD BUDDY NATURE'S TRAIL
Serial Number:	85952258	GOOD BUDDY ALL AMERICANS
Serial Number:	85955612	JERKY CHIP COOKIES
Serial Number:	85744914	BUTCHER & BUSHEL
Serial Number:	85284084	IT'S NOT PET FOOD. IT'S FOOD. FOR PETS.
Serial Number:	85186252	NO ONE DOES NATURAL LIKE WE DO
Serial Number:	85164128	CARNIVORE HEALTH BOOST
Serial Number:	85084456	CASTOR & POLLUX NATURAL PETWORKS
Serial Number:	78302403	ULTRAMIX
Serial Number:	77655820	CASTOR & POLLUX PET WORKS
Serial Number:	77577182	WE MAKE STUFF PETS LOVE
Serial Number:	77491023	RED ROVER
Serial Number:	77078943	NATURE'S PLAN

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77043502	GOOD BUDDY

CORRESPONDENCE DATA

Fax Number: 8063507642

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.

Phone: 806-358-8116

Email: cstewart@bmwb-law.com

Correspondent Name: Christian D. Stewart

Address Line 1: 701 S. Taylor, Suite 440, LB 103

Address Line 4: Amarillo, TEXAS 79101

ATTORNEY DOCKET NUMBER:	108682.01
NAME OF SUBMITTER:	Christian D. Stewart
SIGNATURE:	/Christian D. Stewart/
DATE SIGNED:	10/23/2014

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

This agreement is entered into this 22nd day of October, 2014 between Merrick Pet Care Holdings Corporation, a Delaware corporation, as successor in interest to Pet Appeal, Inc., an Oregon corporation (“Assignor”) and Tejas Industries, Inc., a Texas corporation (“Assignee”).

Assignor is the owner of the following marks, the goodwill associated with the marks, and the corresponding pending trademark applications and registrations, and common law rights (collectively referred to as the “Marks”):


Mark	U.S. Ser. No.	U.S. Reg. No.	Intl. Reg. No.	Hong Kong Ser. No.	Hong Kong Reg. No.	Malaysian Ser. No.	Taiwan Ser. No.	Taiwan Reg. No.	Canadian Reg. No.
CASTOR & POLLUX	78435042	2970624	1174801	302769670	302769670	2013063147	102039682	1625441	
	85084741	4046417	1176538	302770218	302770218	2013063143	102039683	1625442	
NATURAL ULTRAMIX	78901030	3233095	1248920	302769689			102039680	1625440	
ORGANIX	77942953	3953302	1248919		301421612			1362823	
	77577162	3758641							
									TMA573861
GOOD BUDDY NATURE'S TRAIL	86234359								
GOOD BUDDY ALL AMERICANS	85952258	4581449							
JERKY CHIP COOKIES	85955612	4545380							
BUTCHER & BUSHEL	85744914	4486042							
IT'S NOT PET FOOD. IT'S FOOD. FOR PETS.	85284084	4151405							
NO ONE DOES NATURAL LIKE WE DO	85186252	4088923							
CARNIVORE HEALTH BOOST	85164128	4187407							
CASTOR & POLLUX NATURAL PETWORKS	85084456	4043028							

Mark	U.S. Ser. No.	U.S. Reg. No.	Intl. Reg. No.	Hong Kong Ser. No.	Hong Kong Reg. No.	Malaysian Ser. No.	Taiwan Ser. No.	Taiwan Reg. No.	Canadian Reg. No.
ULTRAMIX	78302403	2945248							
CASTOR & POLLUX PET WORKS	77655820	3663354							
WE MAKE STUFF PETS LOVE	77577182	3758642							
RED ROVER	77491023	3560868							
NATURE'S PLAN	77078943	3534629							
GOOD BUDDY	77043502	3284851							

Assignee desires to acquire the Marks, the goodwill associated with the Marks, the pending applications, the registrations and the common law rights associated with the Marks.


For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns all rights, title and interest in and to the Marks, the goodwill associated with the Marks, the pending applications, the registrations and the common law rights associated with the Marks, to Assignee.

ASSIGNOR:



 Sam Spradlin, Chief Financial Officer
 Merrick Pet Care Holdings Corporation, as successor in interest to Pet Appeal, Inc.

ASSIGNEE:



 Sam Spradlin, Chief Financial Officer
 Tejas Industries, Inc.

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of October 21, 2013 (the "Effective Date"), by and among Merrick Pet Care Holdings Corporation, a Delaware corporation ("Merrick Holdings"), Merrick Pet Care Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of Merrick Holdings ("Merrick Pet Care") and Tejas Industries, Inc, a Texas corporation, and wholly-owned subsidiary of Merrick Pet Care ("Tejas").

WHEREAS, as of the Effective Date, articles of dissolution for Pet Appeal, Inc., an Oregon corporation and a wholly-owned subsidiary of Merrick Holdings (the "Company"), were filed with the Oregon Secretary of State;

WHEREAS, upon the dissolution of the Company, all of the assets and liabilities of the Company as of the Effective Date (the "Company Assets and Liabilities") were assumed by Merrick Holdings;

WHEREAS, upon the assumption of all the Company Assets and Liabilities by Merrick Holdings, the parties hereto desire that Merrick Holdings shall sell, contribute, transfer, assign and deliver to Merrick Pet Care and Merrick Pet Care shall accept, assume and receive from Merrick Holdings, all right, title and interest in and to the Company Assets and Liabilities;

WHEREAS, upon the assumption of all the Company Assets and Liabilities by Merrick Pet Care, the parties hereto desire that Merrick Pet Care shall sell, contribute, transfer, assign and deliver to Tejas and Tejas shall hereby accept, assume and receive from Merrick Pet Care, all right, title and interest in and to the Company Assets and Liabilities; and

WHEREBY, the parties hereto intend that the transactions contemplated hereby are intended to constitute a "liquidation reincorporation transaction" under the United States Internal Revenue Code of 1987, as amended.

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

1. Contributions.

(a) Merrick Holdings hereby contributes, transfers, assigns and delivers to Merrick Pet Care, and Merrick Pet Care hereby accepts, acquires, assumes and receives from Merrick Holdings free and clear of any liens other than security interests held by Wells Fargo Bank, National Association pursuant to Merrick Pet Care's credit agreement (the "Wells Fargo Security Interests"), all right, title and interest in and to the Company Assets and Liabilities held by Merrick Holdings.

(b) Immediately following the contribution referenced in Section 1(a) above, Merrick Pet Care hereby contributes, transfers, assigns and delivers to Tejas, and Tejas hereby accepts, acquires, assumes and receives from Merrick Pet Care free and clear of any liens other than the Wells Fargo Security Interests, all right, title and interest in and to the Company Assets and Liabilities held by Merrick Pet Care.

2. Representations and Warranties of the Transferee. References to the "Transferee" in this Section 2 shall refer to Merrick Pet Care, with respect to the contribution referenced in Section 1(a)

above and Tejas, with respect to the contribution referenced in Section 1(b) above. The Transferee hereby represents and warrants as of the date hereof as follows:

(a) Organization and Power. The Transferee is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation. The Transferee possesses all requisite power and authority to carry out the transactions contemplated by this Agreement.

(b) Authorization. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Transferee.

(c) Enforceability. This Agreement constitutes the legal, valid and binding obligation of the Transferee, enforceable against it in accordance with its terms, (i) except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other laws concerning fraudulent conveyances and preferential transfers and (ii) subject to the limitations imposed by general equitable principles (regardless of whether such enforceability is considered in proceeding at law or in equity).

3. Representations and Warranties of the Transferor. References to the "Transferor" in this Section 3 shall refer to Merrick Holdings, with respect to the contribution referenced in Section 1(a) above and Merrick Pet Care, with respect to the contribution referenced in Section 1(b) above. The Transferor hereby represents and warrants as of the date hereof as follows:

(a) Organization and Power. The Transferor is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation. The Transferor possesses all requisite power and authority to carry out the transactions contemplated by this Agreement.

(b) Authorization. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Transferor.

(c) Enforceability. This Agreement constitutes the legal, valid and binding obligation of the Transferor, enforceable against it in accordance with its terms, (i) except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other laws concerning fraudulent conveyances and preferential transfers and (ii) subject to the limitations imposed by general equitable principles (regardless of whether such enforceability is considered in proceeding at law or in equity).

4. Entire Agreement; Amendments. This Agreement supersedes all other prior oral or written agreements between the parties hereto with respect to the matters set forth herein, and this Agreement contains the entire understanding of the parties with respect to the matters set forth herein and, except as specifically set forth herein, none of the parties hereto makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by each of the parties hereto. No provision of this Agreement may be waived other than by an instrument in writing signed by the party against whom enforcement is sought. The failure of any party to enforce any provision of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement.

5. Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by any party in connection herewith will survive the execution and delivery of this Agreement, regardless of any investigation made by the parties hereto or on behalf of such parties.

6. Successors and Assigns. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto will bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

7. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability in such jurisdiction, without invalidating the remainder of this Agreement in such jurisdiction or any provision hereof in any other jurisdiction.

8. Further Assurances. In case at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Agreement or to consummate the transactions contemplated hereby, each of the parties hereto will take such further action (including the execution and delivery of such further instruments and documents) as any other party may reasonably request, all at the sole cost and expense of the requesting party.

9. Counterparts; Facsimile Transmission. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement. Delivery of executed signature pages hereof by facsimile transmission, telecopy or electronic transmission in portable document format (pdf) shall constitute effective and binding execution and delivery of this Agreement.

10. Descriptive Heading. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

11. Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

13. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

* * * * *

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Contribution Agreement as of the date first set forth above.

**MERRICK PET CARE HOLDINGS
CORPORATION**

By: 
Name: Sam Spradlin
Its: Chief Financial Officer

**MERRICK PET CARE ACQUISITION
CORPORATION**

By: 
Name: Sam Spradlin
Its: Chief Financial Officer

TEJAS INDUSTRIES, INC.

By: 
Name: Sam Spradlin
Its: Chief Financial Officer



Articles of Dissolution - Business/Professional

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - http://www.FilingInOregon.com - Phone: (503) 686-2200

FILED

OCT 21 2013

OREGON
SECRETARY OF STATE

REGISTRY NUMBER: 104705-99

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website. For office use only
Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAME OF CORPORATION: Pet Appeal, Inc.

2) DATE DISSOLUTION WAS AUTHORIZED 10/10/2013

3) COMPLETE EITHER SECTION 4 OR 5 BELOW

4) None of the corporation's shares has been issued and the corporation has not commenced business. No debt of the corporation remains unpaid. A majority of the incorporators or initial directors authorized this dissolution.


DATE OF INCORPORATION _____

5) CHECK THE APPROPRIATE STATEMENT:

- All shareholders entitled to vote consented in writing to the dissolution.
- Shareholder vote on the resolution to dissolve was as follows and the number of votes cast in favor of dissolution was sufficient for approval.

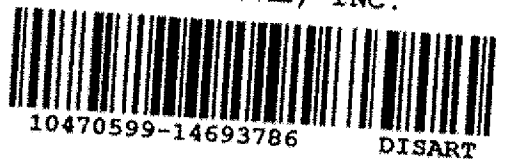
Class or series of shares	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

6) EXECUTION: (Must be signed by at least one officer or director.)
By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:  Printed Name: Sam Spradlin Title: Secretary

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I
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PET APPEAL, INC.



FEES
Required Processing Fee \$100
Processing Fees are nonrefundable. Please make check payable to "Corporation Division."
Free copies are available at FilingInOregon.com , using the Business Name Search program.