TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM664157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kinship Partners, Inc.		07/27/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Mars Petcare US, Inc.	
Street Address:	2013 Ovation Parkway	
City:	Franklin	
State/Country:	TENNESSEE	
Postal Code:	37067	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	88817714	WITZIG
Serial Number:	88816396	WITZIG
Serial Number:	88816397	WITZIG
Serial Number:	88816398	WITZIG
Serial Number:	88816399	WITZIG
Serial Number:	88816400	WITZIG

CORRESPONDENCE DATA

Fax Number:

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.

Mars.Trademarks@effem.com Email:

Correspondent Name: Lynn Hsu

930 WEST EVERGREEN AVENUE Address Line 1:

Address Line 2: Mars Goose Island

Address Line 4: Chicago, ILLINOIS 60642

NAME OF SUBMITTER:	Lynn Hsu
SIGNATURE:	/Lynn Hsu/
DATE SIGNED:	08/02/2021

TRADEMARK REEL: 007372 FRAME: 0921

Total Attachments: 4

source=59031109_v 1_Witzig - Trademark Assignment - Kinship to Mars Petcare US#page1.tif

source=59031109_v 1_Witzig - Trademark Assignment - Kinship to Mars Petcare US#page2.tif

source=59031109_v 1_Witzig - Trademark Assignment - Kinship to Mars Petcare US#page3.tif

source=59031109_v 1_Witzig - Trademark Assignment - Kinship to Mars Petcare US#page4.tif

TRADEMARK REEL: 007372 FRAME: 0922

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and entered into as of July 27, 2021, between Kinship Partners, Inc., a Delaware corporation ("Assignor"), and Mars Petcare US, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of the trademarks identified on <u>Schedule A</u> attached hereto (collectively, the "*Trademarks*");

WHEREAS, the portion of the business to which the Trademarks relate is being transferred to Assignee;

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks, and Assignor desires to transfer the Trademarks to Assignee.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

ACTIVE 58285315v3

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment Agreement may be executed in one or more counterparts (including electronically), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

ASSIGNEE:

MARS PETCARE US, INC.

----0acusigned by: Sophie Anger

By: Sophie Anger

Its: Authorized Signatory

ASSIGNOR:

KINSHIP PARTNERS, INC.

Name: Tim Hirsch

Title: Secretary

SCHEDULE A

TRADEMARK REGISTRATIONS

COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE
USA	WITZIG	88817714	3/02/2020		
USA	WITZIG	88816396	3/01/2020		
USA	WITZIG	88816397	3/01/2020		
USA	WITZIG	88816398	3/01/2020		
USA	WITZIG	88816399	3/01/2020		
USA	WITZIG	88816400	3/01/2020		

RECORDED: 08/02/2021

TRADEMARK REEL: 007372 FRAME: 0926