

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perfection Pet Foods, LLC		12/01/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Post Brands Pet Care, LLC		
Street Address:	20802 Kensington Blvd.		
City:	Lakeville		
State/Country:	MINNESOTA		
Postal Code:	55044		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5591439		
Registration Number:	5537114		
Registration Number:	5417707	SIMPLY PERFECTION	
Registration Number:	5282029	SIMPLY PERFECTION	
Registration Number:	3265897	MIXABLES	
Registration Number:	3102422	VARIETY PET FOODS	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314-552-6000		
Email:	IPDocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	72166-233622; 233623		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/Matthew J. Himich/		
DATE SIGNED:	12/04/2023		

CH \$165.00 5591439

Total Attachments: 6

source=Project Buster - IP Assignment Agreement [executed]#page1.tif

source=Project Buster - IP Assignment Agreement [executed]#page2.tif

source=Project Buster - IP Assignment Agreement [executed]#page3.tif

source=Project Buster - IP Assignment Agreement [executed]#page4.tif

source=Project Buster - IP Assignment Agreement [executed]#page5.tif

source=Project Buster - IP Assignment Agreement [executed]#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “IP Assignment”) is entered into as of December 1, 2023 (the “Effective Date”), by and between Perfection Pet Foods, LLC, a California limited liability company (“Seller”), and Post Brands Pet Care, LLC, a Delaware limited liability company (“Purchaser”).

WHEREAS, this IP Assignment is being executed and delivered in connection with that certain Asset Purchase Agreement, dated as of October 7, 2023, by and among Seller, Purchaser and the other party thereto (as amended, modified or supplemented, the “Purchase Agreement”), pursuant to which, among other things, Seller has agreed to sell to Purchaser, and Purchaser has agreed to buy from Seller, certain Purchased Assets (as defined in the Purchase Agreement), upon the terms and conditions set forth therein.

WHEREAS, in connection with the Purchase Agreement, Seller has agreed to transfer to Purchaser all Intellectual Property of Seller, including the registered trademarks, common law trademarks and domain name registrations identified on the attached Schedule A (the “Assigned IP”), effective as of the Effective Date.

WHEREAS, in accordance with the Purchase Agreement, Seller desires to assign and Purchaser desires to acquire the Assigned IP, including all goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.
2. Assignment. Seller does hereby sell, assign, convey, transfer and deliver to Purchaser, its successors and assigns: (a) all of Seller’s right, title and interest in and to the Assigned IP, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Seller to which the Assigned IP pertain and the goodwill associated with the Assigned IP and symbolized thereby, effective as of the Effective Date and (b) all other rights accruing thereunder or pertaining thereto, for Purchaser’s own use and enjoyment, and for the use and enjoyment of Purchaser’s successors and assigns, as full and entirely as the same would have been held and enjoyed by Seller if this IP Assignment had not been made, including all claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement or dilution of any of the Assigned IP and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing.
3. Purchase Agreement. Notwithstanding anything in this IP Assignment to the contrary, nothing in this IP Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this IP Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this IP Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

4. Further Assurances. Seller shall execute any further documents or instruments reasonably requested by Purchaser and necessary to confirm, record or otherwise carry out the purposes or intent of this IP Assignment.
5. Governing Law. All matters relating to or arising out of this IP Assignment or any transactions contemplated by this IP Assignment and the rights of the parties (whether sounding in contract, tort or otherwise) shall be governed by and construed and interpreted under the Laws of the State of Delaware without regard to conflicts of Law principles that would require the application of any other Law.
6. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This IP Assignment may be executed and delivered by electronic mail, and an electronic (PDF) copy of this IP Assignment or of a signature of a party hereto shall be effective as an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this IP Assignment as of the date first above written.

SELLER:

PERFECTION PET FOODS, LLC

By: *Aubrey Michael*

Name: Aubrey Michael

Title: President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 008277 FRAME: 0929

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this IP Assignment as of the date first above written.

PURCHASER:

POST BRANDS PET CARE, LLC

By 

Name: Djeffre J. Gray

Title: Assistant Secretary



[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 008277 FRAME: 0930

Schedule A

Assigned IP

Trademarks:

Country	App Title	Filing Date	Reg. Date	Status	Serial No.	Reg. No.
United States		08/09/2017	10/23/2018	Registered	87562692	5591439
United States		08/09/2017	08/07/2018	Registered	87562698	5537114
United States	MIXABLES	02/22/2005	07/17/2007	Registered	78572181	3265897
United States	SIMPLY PERFECTION	02/09/2016	09/05/2017	Registered	86901702	5282029
United States	SIMPLY PERFECTION	08/09/2017	03/06/2018	Registered	87562633	5417707
United States	VARIETY PET FOODS	02/07/2005	06/06/2006	Registered	78562060	3102422
China	SIMPLY PERFECTION	N/A	11/20/2018	Registered	N/A	G1392086
Republic of Korea	SIMPLY PERFECTION	N/A	02/11/2019	Registered	N/A	4020187002 243
WIPO	SIMPLY PERFECTION	08/09/2017	02/08/2018	Registered	87562633	1392086

Common Law Trademarks:

1. Perfection Pet Foods



- 2.

Domain Name Registration:

- a. gourmadepet.com
- b. gourmadepetfood.com
- c. gourmadepetfood.info
- d. gourmadepetfood.net
- e. gourmadepetfood.org
- f. hellopettreats.com
- g. mixables.info
- h. mixables.net
- i. mixables.org
- j. mixables.us
- k. moonandbackpet.com
- l. myownpetbrand.com
- m. mypetfoodrecipe.com
- n. novelpetfoods.com
- o. opet.pet
- p. opetcare.com
- q. opetfood.net
- r. opetfood.org
- s. perfectionpetbrands.com
- t. perfectionpetfoods.com
- u. reliabowl.com
- v. shophellopet.com
- w. simplyperfection.com
- x. simplyperfection.net
- y. simplyperfection.org
- z. varietypetfoods.com