

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ainsworth Pet Nutrition, LLC		03/01/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Big Heart Pet, Inc.		
Street Address:	One Strawberry Lane		
City:	Orrville		
State/Country:	OHIO		
Postal Code:	44667		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Serial Number:	76373851		
Serial Number:	86411237	BACK TO BASICS	
Serial Number:	86134630	BACK TO BASICS NUTRITION AS IT WAS MEANT	
Serial Number:	87487059	BEEF & CHICKEN CATTEROLE	
Serial Number:	86095116	BETTER THAN! THE SMARTER CHOICE	
Serial Number:	86133836	BETTER THAN! THE SMARTER CHOICE BONES	
Serial Number:	86133850	BETTER THAN! THE SMARTER CHOICE EARS	
Serial Number:	86133876	BETTER THAN! THE SMARTER CHOICE LEAN	
Serial Number:	86133605	BETTER THAN! THE SMARTER CHOICE P-NUDDY	
Serial Number:	87359289	BRIGHT PUPPY	
Serial Number:	87678946	COASTAL RANGE RECIPE	
Serial Number:	87488169	CRAVIN' CHICKEN DINNER	
Serial Number:	86336259	DAD'S	
Serial Number:	72211632	"DAD'S" ECON-O-METS	
Serial Number:	86336582	DAD'S FROM LOCAL FAMILY FARMS	
Serial Number:	75658103	DAD'S GOURMET BLEND	
Serial Number:	78425708	DAD'S HEALTHY HOMESTYLE	
Serial Number:	75863560	DAD'S PET CARE	
Serial Number:	85212632	DAD'S PRODUCTS COMPANY	

CH \$1140.00 76373851

Property Type	Number	Word Mark
Serial Number:	78424227	DAD'S TRAIL MIX
Serial Number:	86221971	FROM LOCAL FARMS TO YOUR PET'S BOWL
Serial Number:	77848357	FROM THE FARM TO THE BOWL
Serial Number:	86173226	INGREDIENTS WITH A PURPOSE
Serial Number:	86210783	INGREDIENTS WITH A PURPOSE
Serial Number:	75658102	KIBBLE SELECT
Serial Number:	77944689	KIBBLES & NUGGETS & NIBBLES
Serial Number:	87519706	MEATBALL MORSELS
Serial Number:	75658149	MEGA-START
Serial Number:	88162131	NUTRIENT-DENSE RECIPES TO SATISFY YOUR C
Serial Number:	87392228	NUTRIENT-DENSE RECIPES TO SATISFY YOUR D
Serial Number:	86386158	OPEN RANGE FORMULA
Serial Number:	88078166	PEAK
Serial Number:	88252496	PURRFECT BROTHS
Serial Number:	88252467	PURRFECT ENTRÉES
Serial Number:	86453436	REAL RECIPES. REAL INGREDIENTS. REAL GOO
Serial Number:	87864200	RED RANGE RECIPE
Serial Number:	87488173	SEA-SATIONAL FLORENTINE
Serial Number:	85695574	TASTY BENEFITS
Serial Number:	86135218	TRIPLE CHECK SYSTEM
Serial Number:	87487093	WILD RIDGE
Serial Number:	87864228	WILD STREAMS RECIPE
Serial Number:	77850369	WITH LOCAL INGREDIENTS DAD'S FAMILY OWNE
Serial Number:	87678842	WOODLAND CATCH RECIPE
Serial Number:	87864207	WOODLAND RANCH RECIPE
Serial Number:	88252446	ZEROGRAIN

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.

Phone: 3306848446
Email: trademarks@jmsmucker.com
Correspondent Name: Courtni Moorman
Address Line 1: One Strawberry Lane
Address Line 4: Orrville, OHIO 44667

NAME OF SUBMITTER:	Courtni Moorman
SIGNATURE:	/cm/
DATE SIGNED:	11/01/2019

Total Attachments: 11

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*"), effective as of March 1, 2019 (the "*Effective Date*"), is made by and between Ainsworth Pet Nutrition, LLC, a Delaware limited liability company ("*Assignor*"), with a principal address at 984 Water Street, Meadville, Pennsylvania 16335, and Big Heart Pet, Inc., a Delaware corporation ("*Assignee*"), with a principal address at One Strawberry Lane, Orrville, Ohio 44667.

WHEREAS, in connection with a restructuring transaction involving the pet food business of The J. M. Smucker Company and its various affiliates, Assignor and Assignee have entered into that certain Bill of Sale, effective as of March 1, 2019 (the "*Bill of Sale*") (capitalized terms used herein without definition shall have the meanings set forth in the Bill of Sale); and

WHEREAS, under the terms of the Bill of Sale, Assignor has transferred and assigned to Assignee, among other assets, all of Assignor's IP Assets, and Assignor agreed to execute and deliver such other and further documents and instruments as may be necessary and proper to effect the transfer of such IP Assets, including without limitation this Assignment; and

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States trademark registrations and applications for registration of trademarks identified and set forth on Schedule A and the goodwill associated with all of the foregoing (all of the foregoing collectively, the "*Trademarks*"); and

WHEREAS, the Assignee desires to acquire all rights, titles and interest in and to Assignor's Trademarks.

NOW, THEREFORE, in consideration of the promises and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby does transfer and assign to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all registrations, applications therefor and renewals and extensions of the foregoing, and all rights of priority therein, in the United States that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and

under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Following the Effective Date, without further consideration, Assignor will execute and deliver or cause to be executed and delivered such documents to Assignee and take such other action as Assignee may reasonably request in order to more effectively effect, evidence or perfect the transaction contemplated herein.

This Assignment may be executed in counterparts, and delivered by electronic mail with scan or attachment signature, all of which when so executed and delivered shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Each counterpart may consist of a number of copies hereof or thereof each signed by less than all, but together signed by all, of the parties. An electronic or other copy of a signature shall be deemed an original for purposes of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

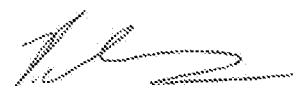
ASSIGNOR:

AINSWORTH PET NUTRITION, LLC

By: 
Jeannette L. Knudsen
Senior Vice President and Secretary



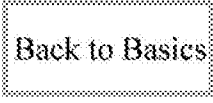
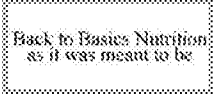

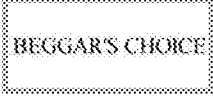
ASSIGNEE:

BIG HEART PET, INC.

By: 
Peter Farah
Assistant Secretary

SCHEDULE A

Trademark Records By Trademark

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
(Device Only)							
	(Device Only)						
Ainsworth Pet Nutrition, LLC		United States of America	76373851	2722817	3 Jun 2003	31	Registered
AINSWORTH SPECIALTY BRANDS							
	AINSWORTH SPECIALTY BRANDS						
Ainsworth Pet Nutrition, LLC		United States of America	85134299	4088745	17 Jan 2012	31	Registered
BACK TO BASICS							
	BACK TO BASICS						
Ainsworth Pet Nutrition, LLC		United States of America	86411237	4699948	10 Mar 2015	31	Registered
BACK TO BASICS NUTRITION AS IT WAS MEANT TO BE							
	BACK TO BASICS NUTRITION AS IT WAS MEANT TO BE						
Ainsworth Pet Nutrition, LLC		United States of America	86134630	4537825	27 May 2014	31	Registered
BEEF & CHICKEN CATTEROLE							
	BEEF & CHICKEN CATTEROLE						
Ainsworth Pet Nutrition, LLC		United States of America	87487059	5650240	8 Jan 2019	31	Registered
BEGGAR'S CHOICE							
	BEGGAR'S CHOICE						
Ainsworth Pet Nutrition, LLC		United States of America	78641739	3082854	18 Apr 2006	31	Registered
BETTER THAN! THE SMARTER CHOICE							
Ainsworth Pet Nutrition, LLC	BETTER THAN! THE	United States	86095116	4555256	24 Jun 2014	31	Registered

TRADEMARK

REEL: 006785 FRAME: 0790

SMARTER CHOICE



of America

BETTER THAN! THE SMARTER CHOICE BONES

BETTER THAN! THE SMARTER CHOICE BONES

Ainsworth Pet Nutrition, LLC



United States of America

86133836

4537821

27 May 2014 31

Registered

BETTER THAN! THE SMARTER CHOICE EARS

BETTER THAN! THE SMARTER CHOICE EARS

Ainsworth Pet Nutrition, LLC



United States of America

86133850

4537822

27 May 2014 31

Registered

BETTER THAN! THE SMARTER CHOICE LEAN

BETTER THAN! THE SMARTER CHOICE LEAN

Ainsworth Pet Nutrition, LLC



United States of America

86133876

4537823

27 May 2014 31

Registered

BETTER THAN! THE SMARTER CHOICE P-NUDDY BITES

BETTER THAN! THE SMARTER CHOICE P-NUDDY BITES

Ainsworth Pet Nutrition, LLC



United States of America

86133605

4537820

27 May 2014 31

Registered

BRIGHT PUPPY

BRIGHT PUPPY

Ainsworth Pet Nutrition, LLC

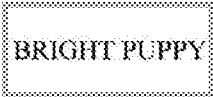
United States of America

87359289

5587085

16 Oct 2018 31

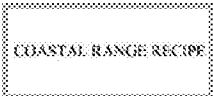
Registered



COASTAL RANGE RECIPE

COASTAL RANGE RECIPE

Ainsworth Pet Nutrition, LLC



United States of America

87678946

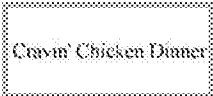
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Pending

CRAVIN' CHICKEN DINNER

CRAVIN' CHICKEN DINNER

Ainsworth Pet Nutrition, LLC



United States of America

87488169

5650243

8 Jan 2019

31

Registered

DAD'S

DAD'S

Ainsworth Pet Nutrition, LLC



United States of America

86336259

4695434

3 Mar 2015

31

Registered

"DAD'S" ECON-O-METS

"DAD'S" ECON-O-METS

Ainsworth Pet Nutrition, LLC

United States of America

72211632

0806443

29 Mar 1966

31

Registered

DAD'S FROM LOCAL FAMILY FARMS

DAD'S FROM LOCAL FAMILY FARMS

Ainsworth Pet Nutrition, LLC



United States of America

86336582

4695445

3 Mar 2015

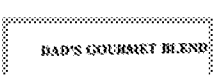
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Registered

DAD'S GOURMET BLEND

DAD'S GOURMET BLEND

Ainsworth Pet Nutrition, LLC



United States of America

75658103

2428851

13 Feb 2001

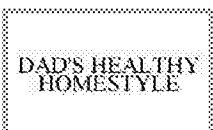
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Registered

DAD'S HEALTHY HOMESTYLE

DAD'S HEALTHY HOMESTYLE

Ainsworth Pet Nutrition, LLC



United States of America

78425708

3330593

6 Nov 2007

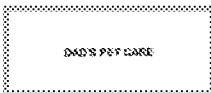
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Registered

DAD'S PET CARE

DAD'S PET CARE

Ainsworth Pet Nutrition, LLC



United States of America

75863560

2802663

6 Jan 2004

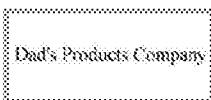
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Registered

DAD'S PRODUCTS COMPANY

DAD'S PRODUCTS COMPANY

Ainsworth Pet Nutrition, LLC



United States of America

85212632

4009249

9 Aug 2011

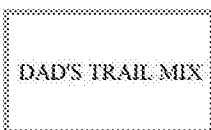
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Registered

DAD'S TRAIL MIX

DAD'S TRAIL MIX

Ainsworth Pet Nutrition, LLC



United States of America

78424227

3031602

20 Dec 2005

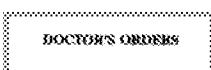
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Registered

DOCTOR'S ORDERS

DOCTOR'S ORDERS

Ainsworth Pet Nutrition, LLC



United States of America

75024234

2333447

21 Mar 2000

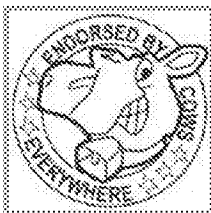
31

Registered

ENDORSED BY COWS EVERYWHERE

ENDORSED BY COWS EVERYWHERE

Ainsworth Pet Nutrition, LLC



United States of America

78641737

3303738

2 Oct 2007

31

Registered

ENHANCE

ENHANCE

Ainsworth Pet Nutrition, LLC

United States of America

75084181

2100299

23 Sep 1997

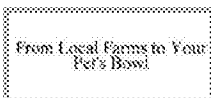
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Registered

FROM LOCAL FARMS TO YOUR PET'S BOWL

FROM LOCAL FARMS TO YOUR PET'S BOWL

Ainsworth Pet Nutrition, LLC



United States of America

86221971

4697203

3 Mar 2015

31

Registered

FROM THE FARM TO THE BOWL

FROM THE FARM TO THE BOWL

Ainsworth Pet Nutrition, LLC

United States of America

77848357

3799136

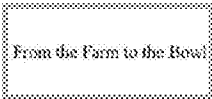
8 Jun 2010

31

Registered

TRADEMARK

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INGREDIENTS WITH A PURPOSE

INGREDIENTS WITH A PURPOSE

Ainsworth Pet Nutrition, LLC		United States of America	86173226	5041546	13 Sep 2016	31	Registered
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INGREDIENTS WITH A PURPOSE

Ainsworth Pet Nutrition, LLC		United States of America	86210783	5032311	30 Aug 2016	31	Registered
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JERKY BY-THE-FOOT

JERKY BY-THE-FOOT

Ainsworth Pet Nutrition, LLC		United States of America	78484487	3294696	18 Sep 2007	31	Registered
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KIBBLE SELECT

KIBBLE SELECT

Ainsworth Pet Nutrition, LLC		United States of America	75658102	2335447	28 Mar 2000	31	Registered
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KIBBLES & NUGGETS & NIBBLES

KIBBLES & NUGGETS & NIBBLES

Ainsworth Pet Nutrition, LLC		United States of America	77944689	3841428	31 Aug 2010	31	Registered
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MEATBALL MORSELS

MEATBALL MORSELS

Ainsworth Pet Nutrition, LLC		United States of America	87519706	5450397	17 Apr 2018	31	Registered
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MEGA-START


MEGA-START

Ainsworth Pet Nutrition, LLC		United States of America	75658149	2365318	4 Jul 2000	31	Registered
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NUTRIENT-DENSE RECIPES TO SATISFY YOUR CAT'S INSTINCTUAL CRAVINGS

Ainsworth Pet Nutrition, LLC	NUTRIENT-DENSE RECIPES TO SATISFY YOUR CAT'S INSTINCTUAL CRAVINGS	United States of America	88162131			31	Pending
							

NUTRIENT-DENSE RECIPES TO SATISFY YOUR DOG'S INSTINCTUAL CRAVINGS

Ainsworth Pet Nutrition, LLC	NUTRIENT-DENSE RECIPES TO SATISFY YOUR DOG'S INSTINCTUAL CRAVINGS	United States of America	87392228	5638654	25 Dec 2018	31	Registered
							

NUT-TASTICS

Ainsworth Pet Nutrition, LLC	NUT-TASTICS	United States of America	78543766	3115281	11 Jul 2006	31	Registered
							

OPEN RANGE FORMULA

Ainsworth Pet Nutrition, LLC	OPEN RANGE FORMULA	United States of America	86386158	4692599	24 Feb 2015	31	Registered
							

PEAK

Ainsworth Pet Nutrition, LLC	PEAK	United States of America	88078166	5670582	5 Feb 2019	31	Registered
							

PURRFECT BROTHS

Ainsworth Pet Nutrition, LLC	PURRFECT BROTHS	United States of America	88252496			31	Pending
							

PURRFECT ENTRÉES

Ainsworth Pet Nutrition, LLC	PURRFECT ENTRÉES	United States of America	88252467			31	Pending
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REAL RECIPES. REAL INGREDIENTS. REAL GOOD.

REAL RECIPES.
REAL INGREDIENTS.
REAL GOOD.

Ainsworth Pet Nutrition, LLC

United States
of America

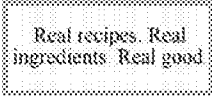
86453436

5519845

17 Jul 2018

31

Registered



RED RANGE RECIPE

RED RANGE RECIPE

Ainsworth Pet Nutrition, LLC

United States
of America

87864200

31

Pending



SEA-SATIONAL FLORENTINE

SEA-SATIONAL
FLORENTINE

Ainsworth Pet Nutrition, LLC

United States
of America

87488173

5644460

1 Jan 2019

31

Registered



TASTY BENEFITS

TASTY BENEFITS

Ainsworth Pet Nutrition, LLC

United States
of America

85695574

4544110

3 Jun 2014

31

Registered



TRIPLE CHECK SYSTEM

TRIPLE CHECK
SYSTEM

Ainsworth Pet Nutrition, LLC

United States
of America

86135218

4962254

24 May 2016

31

Registered



VF COMPLETE

VF COMPLETE

Ainsworth Pet Nutrition, LLC

United States
of America

74526427

1939316

5 Dec 1995

31

Registered

VF COMPLETE

Ainsworth Pet Nutrition, LLC

United States
of America

78443632

3080686

11 Apr 2006

31


Registered



TRADEMARK

REEL: 006785 FRAME: 0796

WHITE BITES

WHITE BITES
 Ainsworth Pet Nutrition, LLC United States of America 78754264 3306665 9 Oct 2007 31 Registered


WILD RIDGE

WILD RIDGE
 Ainsworth Pet Nutrition, LLC United States of America 87487093 5650241 8 Jan 2019 31 Registered


WILD STREAMS RECIPE

WILD STREAMS RECIPE
 Ainsworth Pet Nutrition, LLC United States of America 87864228 31 Pending


WITH LOCAL INGREDIENTS DAD'S FAMILY OWNED QUALITY

WITH LOCAL INGREDIENTS DAD'S FAMILY OWNED QUALITY
 Ainsworth Pet Nutrition, LLC United States of America 77850369 3869353 2 Nov 2010 31 Registered


WOODLAND CATCH RECIPE

WOODLAND CATCH RECIPE
 Ainsworth Pet Nutrition, LLC United States of America 87678842 5650919 8 Jan 2019 31 Registered


WOODLAND RANCH RECIPE

WOODLAND RANCH RECIPE
 Ainsworth Pet Nutrition, LLC United States of America 87864207 31 Pending


ZEROGRAIN

ZEROGRAIN
 Ainsworth Pet Nutrition, LLC United States of America 88252446 31 Pending
