

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doggie Dailies, LLC		08/12/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	MP Doggie D, LLC		
Street Address:	707 Spirit 40 Park Drive		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5019565	DOGGIE DAILIES	
Registration Number:	5354450	DOGGIE DAILIES	
CORRESPONDENCE DATA			
Fax Number:	3146215065		
<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:	314-621-5070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Courtney Jackson		
Address Line 1:	7700 Forsyth Blvd., Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	3409-1315		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	08/13/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of August 12, 2020 (the “Effective Date”), by and between **Doggie Dailies, LLC**, a Florida limited liability company with an address at 270 South Peppertree Drive, Vero Beach, Florida 32963, on the one hand (the “Assignor”) and, **MP Doggie D, LLC**, a Delaware limited liability company with a principal place of business at 707 Spirit 40 Park Drive, Chesterfield, Missouri 63005, on the other hand (“Assignee”).

WHEREAS, Assignor and Assignee, among others, have entered into that certain Asset Purchase Agreement, dated as of August 12, 2020 (as the same may be amended, modified, and supplemented from time to time, the “Purchase Agreement”) (capitalized terms used herein but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement), pursuant to which Assignor has agreed, *inter alia*, to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor’s right, title, and interest in and to the Intellectual Property, including, without limitation, the Intellectual Property listed on Schedule 1;

WHEREAS, this Assignment is being delivered pursuant to Section 2.7(c) of the Purchase Agreement; and

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the Intellectual Property, including, without limitation, the Intellectual Property listed on Schedule 1, and the common law intellectual property and all goodwill, priority, and related rights associated therewith throughout the world; and

WHEREAS, Assignor and Assignee now seek to consummate the sale, assignment, conveyance, and transfer of the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and the provisions set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Intellectual Property. Upon the terms and subject to the conditions set forth in the Purchase Agreement, effective as of the Closing, Assignor hereby irrevocably and perpetually sells, assigns, transfers, conveys, and delivers to Assignee, free and clear of all Encumbrances of any and every kind, nature, and description, all right, title, and interest of Assignor in, to and under all Intellectual Property owned by Assignor, which includes, without limitation, the following:
 - (a) the Intellectual Property set forth on Schedule 1 and all issuances, extensions, renewals, reissues, reexaminations, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations thereof;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, all related unregistered Intellectual Property rights in any country, region, or jurisdiction and/or Intellectual Property rights arising from, out of, or by virtue of, common law rights in any country, region, or jurisdiction;

- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
 - (d) all related rights of priority and protection of interests of any of the foregoing;
 - (e) all goodwill appurtenant to the Trademarks that are owned by Assignor;
 - (f) all copyrights and copyrightable works, and applications and registrations, if any, in connection therewith in and to the Intellectual Property (including, without limitation, all documentation embodying, describing or setting forth the Intellectual Property); and
 - (g) any and all claims, warranties, credits, causes of action, and rights of Assignor, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, in each case including, without limitation, rights to set-off, indemnity, warranty, reimbursement, refunds, recoupment, damages, specific performance, or other equitable relief and all other rights of enforcement or recovery possessed by Assignor from or against any third party, including, without limitation, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, regardless of whether or not such rights are currently exercisable or such claims have been asserted.
2. Moral Rights. Any assignment of copyrights under this Assignment includes all moral rights. To the extent moral rights cannot be transferred or assigned under applicable Law and to the extent allowed by applicable Law, Assignor hereby waives all moral rights with respect to all copyrights and copyrightable works included in the Intellectual Property, and all uses thereof, and consents to any action of Assignee that would violate such moral rights in the absence of such waiver or consent.
3. Further Assurances. Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable to secure and maintain protection on the Intellectual Property set forth on Schedule 1, throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns, and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Assignment, including, without limitation, the execution, delivery, and procurement of any and all further documents evidencing this Assignment, transfer, and sale as may be necessary or desirable. Assignor shall make no further use of the Intellectual Property on or in connection with any goods or services or in any commercial manner, nor shall Assignor challenge Assignee's use of the Intellectual Property after the date of this Assignment. Further, Assignor shall not use, apply for, obtain, or assist any third party to use, apply for, or obtain any application or registration of the Intellectual Property, or any patent, trademark, copyright related thereto.
4. Assignor Covenant. Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.
5. Interpretation; Entire Agreement. This Assignment, Purchase Agreement, together with any documents or other instruments contemplated by and delivered in connection with this Assignment and the Purchase Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior discussion, correspondence, negotiation, proposed term sheet, agreement, understanding, or arrangement between the parties with respect to such subject matter; provided, that nothing in this Assignment shall be construed

to supersede, amend, or modify any provision of the Purchase Agreement or any rights or obligations thereunder.


6. Severability. If any provision of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired, or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Assignment so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by .pdf, .tif, .gif, or similar attachment to electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.
8. Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, and performance of this Agreement shall be governed by, the internal Laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of Laws.
9. Amendments and Waivers. This Assignment may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any failure of Assignor or Assignee to comply with any obligation, covenant, agreement, or condition contained herein may be expressly waived in writing by Assignor, in the event of any such failure by Assignee, or Assignee, in the event of any such failure by Assignor. The waiver by any party of a breach of any term or provision of this Assignment shall not be construed as a waiver of any subsequent breach or any other provision.
10. Headings. The section and article headings contained in this Assignment are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Assignment.
11. Binding. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Intellectual Property Assignment Agreement as of the Effective Date.

Assignor

DOGGIE DAILIES, LLC

By:  _____

Name: Scott Brown

Title: Manager

Assignee

MP DOGGIE D, LLC

By: _____
Name:

Title:

[Signature Page to Intellectual Property Assignment Agreement]

Assignee

MP DOGGIE D, LLC

By: MANNA PRO PRODUCTS, LLC, its sole member

By: 

Name: John Howe


Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007020 FRAME: 0957

Schedule 1
Intellectual Property Assets

Trademarks

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
<u>DOGGIE DAILIES</u> RN: 5019565 SN: 86929554	Registered Supplemental Register, August 9, 2016 Int'l Class: 05 First Use: October 15, 2015 Filed: March 4, 2016 Registered: August 9, 2016	(Int'l Class: 05) dietary supplements for pets	Doggie Dailies, LLC (Florida Limited Liability Company) 270 South Peppertree Dr. Vero Beach Florida 32963
<u>DOGGIE DAILIES and Design</u>  RN: 5354450 SN: 87437169 Disclaimer: "DOGGIE DAILIES"	Registered, December 12, 2017 Int'l Class: 05 First Use: August 7, 2015 Filed: May 4, 2017 Registered: December 12, 2017	(Int'l Class: 05) dietary supplements for pets	Doggie Dailies, LLC (Florida Limited Liability Company) 270 South Peppertree Dr. Vero Beach Florida 32963

Unregistered Trademark:

- QUALITY INGREDIENTS YOU CAN TRUST

Internet Domain Names

- DOGGIEDAILIES.COM

Social Media Accounts

- Facebook: <https://www.facebook.com/doggiedailies/>
- Instagram: <https://www.instagram.com/doggiedailies/>
- YouTube: https://www.youtube.com/channel/UClwmSpfd_HXoxBLpN_GfGMA

Formulas

- Formulas for pet supplement products, including the following products:
 - Doggie Dailies Hip and Joint (Chicken Flavor)
 - Doggie Dailies Hip and Joint (Peanut Butter/Honey Flavor)
 - Doggie Dailies 5 in 1 Multivitamin
 - Doggie Dailies Probiotic (Pumpkin Flavor)
 - Doggie Dailies Probiotic (Duck Flavor)

- Doggie Dailies Omega 3
- Any know-how that are utilized in the manufacturing of the products utilizing the formulas for the products listed above

Unregistered Copyrights

- All written, graphic and digital content related to Assignor's brands, products, marketing and website, including, without limitation, all unregistered copyrightable content.